

EXHIBIT A

Date & Time Performed: Fri Oct 27 2017 07:23:33 AM PST
Search Title: 999999.999999: 15-2-13622-4 - WA Superior King County

Client/Matter Number (XXXXXX.XXXXXX): 999999.999999
Search Type: Case Number
Case Type: Civil

COURTTRAX

WA - King County Superior Court
Case #15-2-13622-4

SUMMARY	Records Located: Kent	Title: TOYOTA MOTOR CREDIT CORP VS IBANEZ ET ANO
	Filed: 06 05 2015	Judge Id: 52
	Cause of Action: COLLECTION	Judgment: YES
	Resolution: DEFAULT JUDGMENT	Resolution Date: 06 08 2015
	Completion: JUDGMENT/ORDER/DECREE FILED	Completion Date: 06 08 2015
	Case Status: COMPLETED/RE-COMPLETED	Status Date: 06 08 2015
	Court: KING COUNTY SUPERIOR COURT	

NAMES	Total participants: 4		
	TOYOTA MOTOR CREDIT CORP	Relation to Case:	Plaintiff (PLA01)
	IBANEZ, MEL A	Relation to Case:	Defendant (DEF01)
	DACUMOS, CARENROSE	Relation to Case:	Defendant (DEF02)
		Litigants:	DSM
		Arraign Date:	06 29 2016
	CHEUNG, MATTHEW	Relation to Case:	Attorney for Plaintiff/Petitioner (ATP01)
		Represented Parties:	TOYOTA MOTOR CREDIT CORP (PLA01)
		Bar#:	43067

ATTORNEYS	MATTHEW CHEUNG	Address:	Patenaude & Felix, A.P.C. 19401 40th Ave W Ste 280 Lynnwood, WA 98036-5600 United States
		Firm:	Patenaude & Felix, A.P.C.
		Bar #:	43067
		Phone:	(800) 832-7675
		Email:	Matthew.Cheung@pandf.us
		Data source:	Washington State BAR Association

JUDGMENTS	Judgment#	Type	Title	Date Filed	Status Code	Status Date	Case #
	15-9-09824-7	GEN	TOYOTA MOTOR CREDIT CORP VS IBANEZ ET ANO - \$14,204.18	06/08/2015			15-2-13622-4

SCHEDULE	Begin Date: 06/09/2015		End Date: 06/09/2015	Track: TRACK CN CIVIL TRACK - NORMAL	
	Imposed	Event		Due	Completed
	06/09/2015	AFFIDAVIT / CONFIRMATION OF SERVICE		07/06/2015	N/A
	06/09/2015	DEADLINE TO FILE STMT ARBITRABILITY		11/13/2015	N/A
	06/09/2015	CONFIRMATION OF JOINDER		11/13/2015	N/A
	06/09/2015	DEADLINE TO TRANSFER CT PROCEEDINGS		11/30/2015	N/A
	06/09/2015	STATUS CONFERENCE		11/30/2015	N/A
	06/09/2015	DISCLOSURE POSS PRIMARY WITNESSES		01/04/2016	N/A
	06/09/2015	JOINT STATUS REPORT			N/A
	06/09/2015	DISCLOSURE POSS REBUTTAL WITNESSES		02/16/2016	N/A
	06/09/2015	DEADLINE TO FILE JURY DEMAND		02/29/2016	N/A
	06/09/2015	FINAL DATE TO CHANGE TRIAL		02/29/2016	N/A
	06/09/2015	DISCOVERY CUTOFF		04/18/2016	N/A
	06/09/2015	EXCHANGE WITNESS/EXHIBIT LISTS		05/16/2016	N/A
	06/09/2015	DISPOSITIVE PRETRIAL MOTIONS		05/23/2016	N/A
	06/09/2015	DEADLINE TO COMPLY WITH ADR			N/A
	06/09/2015	JOINT STATEMENT OF EVIDENCE		05/31/2016	N/A
	06/09/2015	SCHEDULED TRIAL DATE		06/06/2016	N/A
	Begin Date: 06/10/2015		Track: TRACK DISP DISPOSED		
	Imposed	Event	Due	Completed	
	06/10/2015*	DISPOSED			

DOCKET & DOCUMENTS

Docket

Item #	Date	Court Code	Description/Name	Secondary Info
1	06-05-2015	COMPLAINT	Complaint	
2	06-05-2015	SET CASE SCHEDULE	Set Case Schedule	06-06-2016ST

		JDG0052	Judge Bruce Heller, Dept 52
3	06-05-2015	CASE INFORMATION COVER SHEET LOCK	Case Information Cover Sheet Original Location - Kent
4	06-05-2015	SUMMONS	Summons
5	06-08-2015	AFFIDAVIT/DCLR/CERT OF SERVICE	Affidavit/dclr/cert Of Service
6	06-08-2015	COST BILL	Cost Bill - \$337.50
7	06-08-2015	MOTION FOR DEFAULT JUDGMENT	Motion For Default Judgment /pla Sealed Per Sub 17
8	06-08-2015	DEFAULT JUDGMENT EXP0006	Default Judgment Ex-parte, Dept. Kent - Clerk
9	06-10-2015	AFFIDAVIT/DCLR/CERT OF SERVICE	Affidavit/dclr/cert Of Service
10	06-10-2015	AFFIDAV/DECL RE: SVC MBR CIV RELIEF	Affidav/decl Re: Svc Mbr Civ Relief
11	07-07-2015	MOTION	Mtn To Vacate Ord Of Default/pla
12	07-07-2015	ORDER VACATING JUDGMENT	Ord Vacating Judgment Vs Carenrose
13	07-30-2015	MOTION	Motion /pla
14	07-31-2015	ORDER DENYING MOTION/PETITION EXP0007	Order Denying Motion/petition Ex-parte, Dept. Seattle - Clerk
15	08-04-2015	ORDER DENYING MOTION/PETITION	Order Denying Motion/petition
16	08-05-2015	NOTE FOR MOTION DOCKET-LATE FILING	Note For Motion Docket-late Filing 08-07-2015
17	08-13-2015	ORDER SEALING DOCUMENT	Order Sealing Document (7) Mtn For Default Judgment Dtd 6-8-15
18	08-13-2015	MOTION FOR DEFAULT JUDGMENT	Motion For Default Judgment/pla /redacted
19	04-25-2016	REPLY	Reply /toyota
20	06-28-2016	MOTION TO DISMISS	Motion To Dismiss /pla
21	06-29-2016	ORDER DISMISSING LITIGANT EXP0007	Order Dismissing Dacumos Ex-parte, Dept. Seattle - Clerk

NOTE: "The Washington State Administrative Office of the Courts and the Washington State courts do not warrant that the information is accurate or correct and deny liability for any damages resulting from the release or use of the data. In order to assure or verify the accuracy of the information or data received, the customer should personally consult the 'official' record reposing at the court of record."

End of Report

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EXHIBIT B

FILED

15 JUN 05 PM 1:08

KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE NUMBER: 15-2-13622-4 KNT

IN THE SUPERIOR COURT OF STATE OF WASHINGTON
FOR KING COUNTY

TOYOTA MOTOR CREDIT
CORPORATION

Plaintiff,

vs.

MEL ANTHONY IBANEZ and
CARENROSE DACUMOS,

Defendants.

No.

COMPLAINT FOR MONIES DUE

The plaintiff alleges as follow:

1. The plaintiff TOYOTA MOTOR CREDIT CORPORATION is duly authorized to bring this action in the State of Washington.
2. The defendant is believed to be a married individual and as such incurred the below-referenced separate and community obligation.
3. The defendant is a resident of King County, Washington.
4. The defendant entered into an agreement with the plaintiff.
5. At all times relevant to this action, the defendant has been the obligor of an account bearing the number XXXXXXXXXXXXXXX0001.
6. As a result of the terms of the agreement, the defendant agreed by use of said account (1) to assume responsibility for all credit extended on the basis of said account, and (2) to make regular monthly payments.

///

1 7. The defendant failed to make payments due under the agreement, and the
2 defendant is now in default under the terms and conditions of the agreement.

3 8. After application of all just credits there is owing the sum of \$13,593.35, plus
4 interest at 6.99% per annum on the unpaid balance. Additionally, expense adjustments and
5 other charges may be due after the date of this complaint.

6 9. The plaintiff's attorney are debt collectors. This is an attempt to collect a debt and
7 any information obtained will be used for that purpose.

8 WHEREFORE, the plaintiff prays for judgment against the defendant as follows:

9 1. For the principal sum of \$13,593.35, plus interest at the rate of 6.99% per annum
10 from April 26, 2014.

11 2. Its costs and disbursements incurred in this action.

12 3. For Post Judgment interest to run at the rate of 12% per annum from the date of
13 judgment.

14 4. Such other further and equitable relief as the Court finds just and proper.

15 DATED: March 11, 2015

16 **PATENAUDE & FELIX, A.P.C.**

17 

18 **MATTHEW CHEUNG, WSBA #43067**
19 Attorney for Plaintiff
20 19401 40th Avenue West, Suite 280
21 Lynnwood, WA 98036
22 Tel: (425) 361-1662

EXHIBIT C

FILED

15 JUN 05 PM 1:08

KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE NUMBER: 15-2-13622-4 KNT

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

TOYOTA MOTOR CREDIT
CORPORATION

Plaintiff(s),

vs.

Mel Anthony Ibanez and Carenrose
Dacumos

Respondent(s)

NO. 15-2-13622-4 KNT

ORDER SETTING CIVIL CASE SCHEDULE

ASSIGNED JUDGE: Heller, Bruce, Dept. 52

FILED DATE: 6/5/2015

TRIAL DATE: 6/6/2016

SCOMIS CODE: *ORSCS

A civil case has been filed in the King County Superior Court and will be managed by the Case Schedule on Page 3 as ordered by the King County Superior Court Presiding Judge.

I. NOTICES

NOTICE TO PLAINTIFF: The Plaintiff may serve a copy of this **Order Setting Case Schedule (Schedule)** on the Defendant(s) along with the **Summons and Complaint/Petition**. Otherwise, the Plaintiff shall serve the **Schedule** on the Defendant(s) within 10 days after the later of: (1) the filing of the **Summons and Complaint/Petition** or (2) service of the Defendant's first response to the **Complaint/Petition**, whether that response is a **Notice of Appearance**, a response, or a Civil Rule 12 (CR 12) motion. The **Schedule** may be served by regular mail, with proof of mailing to be filed promptly in the form required by Civil Rule 5 (CR 5).

"I understand that I am required to give a copy of these documents to all parties in this case."

PRINT NAME

SIGN NAME

I. NOTICES (continued)

NOTICE TO ALL PARTIES:

All attorneys and parties should make themselves familiar with the King County Local Rules [KCLCR] -- especially those referred to in this *Schedule*. In order to comply with the *Schedule*, it will be necessary for attorneys and parties to pursue their cases vigorously from the day the case is filed. For example, discovery must be undertaken promptly in order to comply with the deadlines for joining additional parties, claims, and defenses, for disclosing possible witnesses [See KCLCR 26], and for meeting the discovery cutoff date [See KCLCR 37(g)].

CROSSCLAIMS, COUNTERCLAIMS AND THIRD PARTY COMPLAINTS:

A filing fee of \$240 must be paid when any answer that includes additional claims is filed in an existing case.

KCLCR 4.2(a)(2)

A Confirmation of Joinder, Claims and Defenses or a Statement of Arbitrability must be filed by the deadline in the schedule. The court will review the confirmation of joinder document to determine if a hearing is required. If a Show Cause order is issued, all parties cited in the order must appear before their Chief Civil Judge.

PENDING DUE DATES CANCELED BY FILING PAPERS THAT RESOLVE THE CASE:

When a final decree, judgment, or order of dismissal of all parties and claims is filed with the Superior Court Clerk's Office, and a courtesy copy delivered to the assigned judge, all pending due dates in this *Schedule* are automatically canceled, including the scheduled Trial Date. It is the responsibility of the parties to 1) file such dispositive documents within 45 days of the resolution of the case, and 2) strike any pending motions by notifying the bailiff to the assigned judge.

Parties may also authorize the Superior Court to strike all pending due dates and the Trial Date by filing a *Notice of Settlement* pursuant to KCLCR 41, and forwarding a courtesy copy to the assigned judge. If a final decree, judgment or order of dismissal of all parties and claims is not filed by 45 days after a *Notice of Settlement*, the case may be dismissed with notice.

If you miss your scheduled Trial Date, the Superior Court Clerk is authorized by KCLCR 41(b)(2)(A) to present an *Order of Dismissal*, without notice, for failure to appear at the scheduled Trial Date.

NOTICES OF APPEARANCE OR WITHDRAWAL AND ADDRESS CHANGES:

All parties to this action must keep the court informed of their addresses. When a Notice of Appearance/Withdrawal or Notice of Change of Address is filed with the Superior Court Clerk's Office, parties must provide the assigned judge with a courtesy copy.

ARBITRATION FILING AND TRIAL DE NOVO POST ARBITRATION FEE:

A Statement of Arbitrability must be filed by the deadline on the schedule **if the case is subject to mandatory arbitration** and service of the original complaint and all answers to claims, counterclaims and cross-claims have been filed. If mandatory arbitration is required after the deadline, parties must obtain an order from the assigned judge transferring the case to arbitration. **Any party filing a Statement must pay a \$220 arbitration fee.** If a party seeks a trial de novo when an arbitration award is appealed, a fee of \$250 and the request for trial de novo must be filed with the Clerk's Office Cashiers.

NOTICE OF NON-COMPLIANCE FEES:

All parties will be assessed a fee authorized by King County Code 4A.630.020 whenever the Superior Court Clerk must send notice of non-compliance of schedule requirements and/or Local Civil Rule 41.

King County Local Rules are available for viewing at www.kingcounty.gov/courts/clerk.

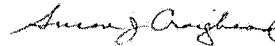
II. CASE SCHEDULE

✓	CASE EVENTS	DATE
	Case Filed and Schedule Issued.	6/5/2015
✓	Last Day for Filing Statement of Arbitrability without a Showing of Good Cause for Late Filing [See KCLMAR2.1(a) and Notices on page 2]. \$220 Arbitration fee must be paid	11/13/2015
✓	DEADLINE to file Confirmation of Joinder if not subject to Arbitration [See KCLCR 4.2(a) and Notices on page 2]	11/13/2015
	DEADLINE for Hearing Motions to Change Case Assignment Area [KCLCR 82(e)]	11/30/2015
	DEADLINE for Disclosure of Possible Primary Witnesses [See KCLCR 26(b)]	1/4/2016
	DEADLINE for Disclosure of Possible Additional Witnesses [KCLCR 26(b)]	2/16/2016
	DEADLINE for Jury Demand [See KCLCR 38(b)(2)]	2/29/2016
	DEADLINE for Change in Trial Date [See KCLCR 40(e)(2)]	2/29/2016
	DEADLINE for Discovery Cutoff [See KCLCR 37(g)]	4/18/2016
	DEADLINE for Engaging in Alternative Dispute Resolution [See KCLCR16(b)]	5/9/2016
	DEADLINE for Exchange Witness & Exhibit Lists & Documentary Exhibits [See KCLCR 4(j)]	5/16/2016
✓	DEADLINE to file Joint Confirmation of Trial Readiness [See KCLCR 16(a)(1)]	5/16/2016
	DEADLINE for Hearing Dispositive Pretrial Motions [See KCLCR 56;CR56]	5/23/2016
✓	Joint Statement of Evidence [See KCLCR 4(k)]	5/31/2016
	DEADLINE for filing Trial Briefs, Proposed Findings of Fact and Conclusions of Law and Jury Instructions (Do not file proposed Findings of Fact and Conclusion of Law with the Clerk)	5/31/2016
	Trial Date [See KCLCR 40]	6/6/2016

The ✓ indicates a document that must be filed with the Superior Court Clerk's Office by the date shown.

III. ORDER

Pursuant to King County Local Rule 4 [KCLCR 4], IT IS ORDERED that the parties shall comply with the schedule listed above. Penalties, including but not limited to sanctions set forth in Local Rule 4(g) and Rule 37 of the Superior Court Civil Rules, may be imposed for non-compliance. It is FURTHER ORDERED that the party filing this action must serve this *Order Setting Civil Case Schedule* and attachment on all other parties.



DATED: 6/5/2015

PRESIDING JUDGE

IV. ORDER ON CIVIL PROCEEDINGS FOR ASSIGNMENT TO JUDGE

READ THIS ORDER BEFORE CONTACTING YOUR ASSIGNED JUDGE.

This case is assigned to the Superior Court Judge whose name appears in the caption of this case schedule. The assigned Superior Court Judge will preside over and manage this case for all pretrial matters.

COMPLEX LITIGATION: If you anticipate an unusually complex or lengthy trial, please notify the assigned court as soon as possible.

APPLICABLE RULES: Except as specifically modified below, all the provisions of King County Local Civil Rules 4 through 26 shall apply to the processing of civil cases before Superior Court Judges. The local civil rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

CASE SCHEDULE AND REQUIREMENTS: Deadlines are set by the case schedule, issued pursuant to Local Civil Rule 4.

THE PARTIES ARE RESPONSIBLE FOR KNOWING AND COMPLYING WITH ALL DEADLINES IMPOSED BY THE COURT'S LOCAL CIVIL RULES.

A. Joint Confirmation regarding Trial Readiness Report:

No later than twenty one (21) days before the trial date, parties shall complete and file (with a copy to the assigned judge) a joint confirmation report setting forth whether a jury demand has been filed, the expected duration of the trial, whether a settlement conference has been held, and special problems and needs (e.g. interpreters, equipment, etc.).

The form is available at <http://www.kingcounty.gov/courts/superiorcourt.aspx>. If parties wish to request a CR 16 conference, they must contact the assigned court. Plaintiff's/petitioner's counsel is responsible for contacting the other parties regarding said report.

B. Settlement/Mediation/ADR

a. Forty five (45) days before the trial date, counsel for plaintiff/petitioner shall submit a written settlement demand. Ten (10) days after receiving plaintiff's/petitioner's written demand, counsel for defendant/respondent shall respond (with a counter offer, if appropriate).

b. Twenty eight (28) days before the trial date, a Settlement/Mediation/ADR conference shall have been held. FAILURE TO COMPLY WITH THIS SETTLEMENT CONFERENCE REQUIREMENT MAY RESULT IN SANCTIONS.

C. Trial: Trial is scheduled for 9:00 a.m. on the date on the case schedule or as soon thereafter as convened by the court. The Friday before trial, the parties should access the King County Superior Court website <http://www.kingcounty.gov/courts/superiorcourt.aspx> to confirm trial judge assignment. Information can also be obtained by calling (206) 205-5984.

MOTIONS PROCEDURES

A. Noting of Motions

Dispositive Motions: All summary judgment or other dispositive motions will be heard with oral argument before the assigned judge. The moving party must arrange with the hearing judge a date and time for the hearing, consistent with the court rules. Local Civil Rule 7 and Local Civil Rule 56 govern procedures for summary judgment or other motions that dispose of the case in whole or in part. The local civil rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

Non-dispositive Motions: These motions, which include discovery motions, will be ruled on by the assigned judge without oral argument, unless otherwise ordered. All such motions must be noted for a date by which the ruling is requested; this date must likewise conform to the applicable notice requirements. Rather than noting a time of day, the Note for Motion should state "Without Oral Argument." Local Civil Rule 7 governs these motions, which include discovery motions. The local civil rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

Motions in Family Law Cases not involving children: Discovery motions to compel, motions in limine, motions relating to trial dates and motions to vacate judgments/dismissals shall be brought before the assigned judge. All other motions should be noted and heard on the Family Law Motions calendar. Local Civil Rule 7 and King County Family Law Local Rules govern these procedures. The local rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

Emergency Motions: Under the court's local civil rules, emergency motions will be allowed only upon entry of an Order Shortening Time. However, emergency discovery disputes may be addressed by telephone call and without written motion, if the judge approves.

B. Original Documents/Working Copies/ Filing of Documents: All original documents must be filed with the Clerk's Office. Please see information on the Clerk's Office website at www.kingcounty.gov/courts/clerk regarding the new requirement outlined in LGR 30 that attorneys must e-file documents in King County Superior Court. The exceptions to the e-filing requirement are also available on the Clerk's Office website.

The working copies of all documents in support or opposition must be marked on the upper right corner of the first page with the date of consideration or hearing and the name of the assigned judge. The assigned judge's working copies must be delivered to his/her courtroom or the Judges' mailroom. Working copies of motions to be heard on the Family Law Motions Calendar should be filed with the Family Law Motions Coordinator. On June 1, 2009 you will be able to submit working copies through the Clerk's office E-Filing application at www.kingcounty.gov/courts/clerk.

Service of documents: E-filed documents may be electronically served on parties who opt in to E-Service within the E-Filing application. The filer must still serve any others who are entitled to service but who have not opted in. E-Service generates a record of service document that can be e-filed. Please see information on the Clerk's office website at www.kingcounty.gov/courts/clerk regarding E-Service.

Original Proposed Order: Each of the parties must include an original proposed order granting requested relief with the working copy materials submitted on any motion. Do not file the original of the proposed order with the Clerk of the Court. Should any party desire a copy of the order as signed and filed by the judge, a pre-addressed, stamped envelope shall accompany the proposed order.

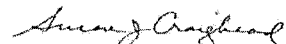
Presentation of Orders: All orders, agreed or otherwise, must be presented to the assigned judge. If that judge is absent, contact the assigned court for further instructions. If another judge enters an order on the case, counsel is responsible for providing the assigned judge with a copy.

Proposed orders finalizing settlement and/or dismissal by agreement of all parties shall be presented to the assigned judge or in the Ex Parte Department. Formal proof in Family Law cases must be scheduled before the assigned judge by contacting the bailiff, or formal proof may be entered in the Ex Parte Department. **If final order and/or formal proof are entered in the Ex Parte Department, counsel is responsible for providing the assigned judge with a copy.**

C. Form

Memoranda/briefs for matters heard by the assigned judge may not exceed twenty four (24) pages for dispositive motions and twelve (12) pages for non-dispositive motions, unless the assigned judge permits over-length memoranda/briefs in advance of filing. Over-length memoranda/briefs and motions supported by such memoranda/briefs may be stricken.

IT IS SO ORDERED. FAILURE TO COMPLY WITH THE PROVISIONS OF THIS ORDER MAY RESULT IN DISMISSAL OR OTHER SANCTIONS. PLAINTIFF/PEITITONER SHALL FORWARD A COPY OF THIS ORDER AS SOON AS PRACTICABLE TO ANY PARTY WHO HAS NOT RECEIVED THIS ORDER.



PRESIDING JUDGE

EXHIBIT D

FILED

15 JUN 05 PM 1:08

KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE NUMBER: 15-2-13622-4 KNT

SUPERIOR COURT OF WASHINGTON
COUNTY OF KING

TOYOTA MOTOR CREDIT CORPORA^N NO. 15-2-13622-4 KNT

VS

Mel Anthony Ibanez and Carenrose Dac

CASE INFORMATION COVER SHEET
AND AREA DESIGNATION

CAUSE OF ACTION

(COL) - THIRD PARTY COLLECTION (COL 2)

AREA DESIGNATION

KENT - Defined as all King County south of Interstate 90 except those areas included in the Seattle Case Assignment Area.

EXHIBIT E

FILED

15 JUN 05 PM 1:08

KING COUNTY
SUPERIOR COURT CLERK
E-FILED

CASE NUMBER: 15-2-13622-4 KNT

IN THE SUPERIOR COURT OF STATE OF WASHINGTON
FOR KING COUNTY

TOYOTA MOTOR CREDIT
CORPORATION

Plaintiff,

vs.

MEL ANTHONY IBANEZ and
CARENROSE DACUMOS,

Defendants.

No.

SUMMONS

To The Defendant(s):

A lawsuit has been started against you in the above-entitled Court by TOYOTA MOTOR CREDIT CORPORATION, the plaintiff.

The plaintiff's claim is stated in the written Complaint, a copy of which is served upon you with this Summons.

In order to defend against this lawsuit, you must respond to the Complaint by stating your defense in writing, and serve a copy upon the undersigned attorneys for the plaintiff within 20 days after the service of this Summons, excluding the day of service, or within 60 days after service of this Summons, excluding the day of service, if you are served outside the State of Washington, or a Default Judgment may be entered against you without notice.

///

-1-

1 A Default Judgment is where the plaintiff is entitled to what it asks for because you have
2 not responded. If you serve a Notice of Appearance on the undersigned attorneys, you are
3 entitled to notice before a Default Judgment may be entered.

4 You may demand that the plaintiff file this lawsuit with the Court. If you do so, the
5 demand must be in writing and must be served upon the plaintiff. Within 14 days after you
6 serve the demand, the plaintiff must file this lawsuit with the Court or the service on you of
7 this Summons and Complaint will be void.

8 If you wish to seek the advice of an attorney in this matter, you should do so promptly
9 so that your written response, if any, may be served on time.

10 This Summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the
11 State of Washington.

12 DATED: March 11, 2015, at Lynnwood, WA

13 **PATENAUDE & FELIX, A.P.C.**

14 

15 MATTHEW CHEUNG, WSBA #43067
16 Attorney for Plaintiff
17 19401 40th Avenue West, Suite 280
18 Lynnwood, WA 98036
19 Tel: (425) 361-1662
20
21
22
23
24
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27
28

1 **NOTICE:** State and federal law provide protections to defendants who are in the military
 2 service, and to their dependents. Dependents of a service member are the service member's
 3 spouse, the service member's minor child, or an individual for whom the service member
 4 provided more than one-half of the individual's support for one hundred eighty days
 5 immediately preceding an application for relief.

6
 7 One protection provided is the protection against the entry of a default judgment in
 8 certain circumstances. This notice pertains only to a defendant who is a dependent of a member
 9 of the national guard or a military reserve component under a call to active service, or a
 10 national guard member under a call to service authorized by the governor of the state of
 11 Washington, for a period of more than thirty consecutive days. Other defendants in military
 12 service also have protections against default judgments not covered by this notice. If you are
 13 the dependent of a member of the national guard or a military reserve component under a call
 14 to active service, or a national guard member under a call to service authorized by the governor
 15 of the state of Washington, for a period of more than thirty consecutive days, you should notify
 16 the plaintiff or the plaintiff's attorneys in writing of your status as such within twenty days of
 17 the receipt of this notice. If you fail to do so, then a court or an administrative tribunal may
 18 presume that you are not a dependent of an active duty member of the national guard or
 19 reserves, or a national guard member under a call to service authorized by the governor of the
 20 state of Washington, and proceed with the entry of an order of default and/or a default
 21 judgment without further proof of your status. Your response to the plaintiff or plaintiff's
 22 attorneys about your status does not constitute an appearance for jurisdictional purposes in any
 23 pending litigation nor a waiver of your rights. RCW 38.42.050.

24 The plaintiff's attorneys are debt collectors. This is an attempt to collect a debt, and any
 25 information obtained will be used for that purpose.
 26
 27
 28

EXHIBIT F

FILED

15 JUN 08 PM 2:03

KING COUNTY
SUPERIOR COURT CLERK

SUPERIOR COURT, IN AND FOR THE COUNTY OF KING
STATE OF WASHINGTON

CASE NUMBER: 15-2-13622-4 KNT

TOYOTA MOTOR CREDIT CORPORATION

Plaintiff / Petitioner

Cause #:

15 2 13622 4

vs.

Declaration of Service of:
SUMMONS AND COMPLAINT

MELANTHON IBANEZ, ET AL.

Defendant / Respondent

Hearing Date:

Declaration:

The undersigned hereby declares: That s(he) is now and at all times herein mentioned, a citizen of the United States and a resident of the State of Washington, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, and competent to be a witness therein.

On the date and time of: 03/21/15 8:44 AM

at the address of: 4240 S 122ND ST

TUKWILA

WA

98168-2587

within the County of KING

State of WASHINGTON, the declarant duly served the above-described documents upon:

MELANTHON IBANEZ

by then and there personally delivering 2 true and correct copy(ies) thereof, by then presenting to and leaving the same with: CARMELITA IBANEZ

CO-RESIDENT / MOTHER

ASIAN FEMALE 51-65 YRS. BLACK HAIR 5FT - 5FT 3IN 100-130 LBS

A person of suitable age and discretion residing at the defendant's/respondent's usual place of abode listed above.

No information was provided that indicates that the subjects served are members of the U.S. military.

I hereby declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated: 2015-03-21

Lynnwood WA 98036

by


MARCO A. RUISLA SR

2011-26

Service Fee Total: \$67.50

Specialized Attorney Services

(206) 906-9694

ORIGINAL
PROOF OF SERVICE

14-50111
Patenaude & Felix, APC
4727 44th SW Ave, #103
Seattle, WA 98116
(206) 906-9694

EXHIBIT G

FILED

15 JUN 08 PM 2:03

KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE NUMBER: 15-2-13622-4 KNT

IN THE SUPERIOR COURT OF STATE OF WASHINGTON
FOR KING COUNTY

TOYOTA MOTOR CREDIT
CORPORATION

Plaintiff,

vs.

MEL ANTHONY IBANEZ and
CARENROSE DACUMOS,

Defendants.

No. 15 2 13622 4
COST BILL

I. STATEMENT

1.1 Statement of Costs and Disbursements to be taxed against the defendant:

Clerk's Fees: \$240.00

Process Service Fees: \$67.50

Ex-Parte Fees: \$30.00

TOTAL: \$337.50

II. DECLARATION

2.1 The undersigned is the attorney for the plaintiff and makes this Declaration on the plaintiff's behalf.

2.2 The foregoing Statement of Costs and Disbursements is true and correct and that the said amounts have been or will be disbursed in the said action.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

DATED: May 29, 2015 at Lynnwood, Washington



Matthew Cheung, WSBA #43067
Attorney for Plaintiff

EXHIBIT H

FILED

15 JUL 07 PM 3:30

KING COUNTY
SUPERIOR COURT CLERK
E-FILED

CASE NUMBER: 15-2-13622-4 SEA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

TOYOTA MOTOR CREDIT
CORPORATION,

Plaintiff,

v.

MELANTHON IBANEZ,
CARENROSE DACUMOS,

Defendant(s).

Case No.: 15-2-13622-4

**ORDER VACATING DEFAULT AND
DEFAULT JUDGMENT AGAINST
CARENROSE DACUMOS**


The above-entitled Court, having reviewed the plaintiff's Motion to Vacate Order of Default and Default Judgment.

IT IS HEREBY ORDERED that the Plaintiff's Motion to Vacate Order of Default and Default Judgment against CARENROSE DACUMOS is granted. The Order of Default and Default Judgment entered for this matter against CARENROSE DACUMOS on June 08, 2015 shall be in full.

JUDGE/COMMISSIONER: _____

DATED: _____

PRESENTED BY:



DATED: 7/7/2015 _____

MATTHEW CHELINO, WSBA #42067

-1-

ORDER VACATING JUDGMENT/ORDER

PATENAUDE & FELIX, A.P.C.

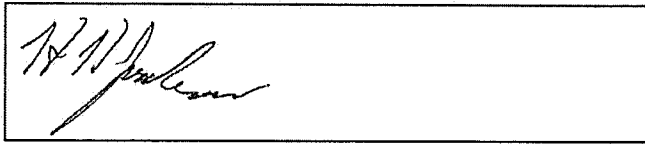
19401 40th Avenue West, Suite 2800, Lynnwood, WA 98036
Tel: (425) 361-1662 Toll Free: (800) 832-7675

King County Superior Court
Judicial Electronic Signature Page

Case Number: 15-2-13622-4
Case Title: TOYOTA MOTOR CREDIT CORP VS IBANEZ ET ANO

Document Title: ORDER

Signed by: Commissioner Henry Judson
Date: 7/7/2015 3:30:13 PM

A rectangular box containing a handwritten signature in black ink. The signature appears to be 'H. Judson' written in a cursive style.

Judge/Commissioner: Commissioner Henry Judson

This document is signed in accordance with the provisions in GR 30.

Certificate Hash: 252A2613AD1DF6F184ADD5EFD5753C76D53A5CB8
Certificate effective date: 7/16/2014 12:09:30 PM
Certificate expiry date: 7/16/2019 12:09:30 PM
Certificate Issued by: C=US, E=kcscefiling@kingcounty.gov, OU=KCDJA,
O=KCDJA, CN="Henry Judson:
WPypi5D74hGx6nH1Ylhwmw=="

EXHIBIT I

FILED

15 JUN 10 PM 4:01

KING COUNTY
SUPERIOR COURT CLERK
E-FILED

CASE NUMBER: 15-2-13622-4 KNT

SUPERIOR COURT, IN AND FOR THE COUNTY OF KING
STATE OF WASHINGTON

TOYOTA MOTOR CREDIT CORPORATION

Plaintiff / Petitioner

Cause #: 15-2-13622-4

vs.

Declaration of Service of:
SUMMONS AND COMPLAINT

CARENROSE DACUMOS, ET AL.

Defendant / Respondent

Hearing Date:

Declaration:

The undersigned hereby declares; That s(he) is now and at all times herein mentioned, a citizen of the United States and a resident of the State of Washington, over the age of eighteen, not an officer of a plaintiff corporation, nor a party to nor interested in the above entitled action, and competent to be a witness therein.

On the date and time of: 03/21/15 8:46 AM
at the address of: 4240 S 122ND ST

TUKWILA

WA

98168

within the County of KING

State of WASHINGTON, the declarant duly served the above-described documents upon:

CARENROSE DACUMOS

by then and there personally delivering 2 true and correct copy(ies) thereof, by then presenting to and leaving the same with: CARMELITA IBANEZ

CO-RESIDENT / MOTHER IN LAW

ASIAN FEMALE 51-65 YRS. BLACK HAIR 5FT - 5FT 3IN 100-130 LBS

A person of suitable age and discretion residing at the defendant's/respondent's usual place of abode listed above.

No information was provided that indicates that the subjects served are members of the U.S. military.

I hereby declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated: 2015-03-21

Lynnwood WA 98036

by

MARCO A. RUISSA SR

2011-26

Service Fee Total: \$67.50

Specialized Attorney Services

(206) 906-9694

ORIGINAL
PROOF OF SERVICE

14-30111

Phenaude & Felix, APC
4727 44th SW Ave. #103
Seattle, WA 98116
(206) 906-9694

EXHIBIT J

FILED

15 JUN 10 PM 4:01

KING COUNTY
SUPERIOR COURT CLERK
E-FILED

CASE NUMBER: 15-2-13622-4 KNT

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

TOYOTA MOTOR CREDIT
CORPORATION

Plaintiff,

vs.

MELANTHON IBANEZ and
CARENROSE DACUMOS,

Defendants.

Case No.: 15-2-13622-4

**DECLARATION OF SERVICE MEMBER
RELIEF ACT**

PATENAUDE & FELIX, A.P.C. **Declare** that:

1. A. Service member status ---CARENROSE DACUMOS:

- ☒ is not a service member;
☐ is on active duty in the U.S. armed forces (excluding National Guard and reserves);
☐ is on active duty and is a National Guard member or a Reservist residing in Washington;
☐ is not on active duty in the U.S. armed forces (excluding National Guard and reserves);
☐ is not on active duty and is a National Guard member or a Reservist residing in Washington;
☐ I am unable to determine whether the nonmoving party is or is not on active duty in the U.S. armed forces;
☐ I am unable to determine whether the nonmoving party is or is not on active duty as a National Guard member or a Reservist residing in Washington.

B. Factual basis:

- ☒ See the attached Defense Man Power Data Center Report obtained from <https://www.dmdc.osd.mil/scra/owa/home>.
☐ Other factual basis:

C. ~~[] As indicated above, the nonmoving party is on active duty and (check all that apply):~~

- ☐ The nonmoving party is represented by an attorney.
☐ The court has appointed an attorney to represent the nonmoving party.
☐ A stay of these proceedings ☐ has ☐ has not been entered by the court.

-1-

DECLARATION OF SERVICE MEMBER RELIEF ACT

PATENAUDE & FELIX, A.P.C.

19401 40th Avenue West, Suite 2800, Lynnwood, WA 98036
Tel: (425) 361-1662 Toll Free: (800) 832-7675
P&F File No. 14-50111

2. A. Dependent of a service member status --- CARENROSE DACUMOS

- ☐ is not a dependent of a resident of Washington who is on active duty and is a National Guard member or a Reservist;
- ☐ is a dependent of a resident of Washington who is on active duty and is a National Guard member or a Reservist;
- ☒ I am unable to determine whether the nonmoving party is a dependent of a resident of Washington who is on active duty and is a National Guard member or a Reservist.

B. Factual basis:

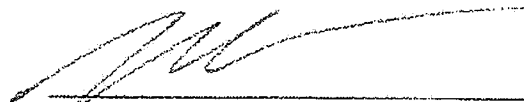
- ☐ The nonmoving party failed to respond to a notice to him or her as a dependent of a person in Military Service that was ☐ served on ☐ mailed by first class mail on _____ [Date], therefore he or she should be presumed not a dependent of a resident of Washington who is on active duty and is a National Guard member or a Reservist.
- ☒ Other factual basis: The office of Patenaude & Felix, A.P.C. retains information concerning the debtors and/or co-debtors only.

C. ☐ ~~As indicated above, the nonmoving party is a dependent of a resident of Washington who is on active duty and is a National Guard member or a Reservist and (check all that apply):~~

- ☐ The nonmoving party is represented by an attorney.
- ☐ The court has appointed an attorney to represent the nonmoving party.
- ☐ A stay of these proceedings ☐ has ☐ has not been entered by the court.

I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

Signed at Lynnwood, WA on June 10, 2015.



Matthew Cheung, WSBA #43067
Attorney for Plaintiff
Patenaude & Felix, A.P.C.
19401 40th Avenue West, Suite 280
Lynnwood, WA 98036
Tel: (425) 361-1662

DECLARATION OF SERVICE MEMBER RELIEF ACT

PATENAUDE & FELIX, A.P.C.

19401 40th Avenue West, Suite 2800, Lynnwood, WA 98036
Tel: (425) 361-1662 Toll Free: (800) 832-7675
P&F File No. 14-50111

Department of Defense Manpower Data Center

Results as of: Jun-10-2015 03:36:09 PM

SCRA 3.0



Status Report

Pursuant to Servicemembers Civil Relief Act

Last Name: DACUMOSFirst Name: CARENROSE

Middle Name:

Active Duty Status As Of: Jun-10-2015

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individual's active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Mary M. Snavelly-Dixon

Mary M. Snavelly-Dixon, Director
 Department of Defense - Manpower Data Center
 4800 Mark Center Drive, Suite 04E25
 Arlington, VA 22350

EXHIBIT K

FILED

15 JUL 07 PM 12:59

KING COUNTY
SUPERIOR COURT CLERK
E-FILED

CASE NUMBER: 15-2-13622-4 KNT

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

TOYOTA MOTOR CREDIT
CORPORATION,

Plaintiff,

v.

MELANTHON IBANEZ,
CARENROSE DACUMOS,

Defendant(s).

Case No.: 15-2-13622-4

**MOTION TO VACATE ORDER OF
DEFAULT AND DEFAULT JUDGMENT
AGAINST CARENROSE DACUMOS**

RELIEF REQUESTED

The plaintiff, by and through counsel Patenaude & Felix, A.P.C. respectfully moves the Court for an Order Vacating the Order of Default and Default Judgment entered against CARENROSE DACUMOS

STATEMENT OF FACTS

It has come to the plaintiff's attention that the defendant CARENROSE DACUMOS may not have resided at the address where she was sub-served with the Summons and Complaint.

///

AUTHORITY RELIED UPON

Civil Rule 60(b): Mistakes; Inadvertance; Excusable Neglect; Newly Discovered Evidence;
Fraud

CONCLUSION

Since the defendant CARENROSE DACUMOS may not have been properly served, the Order of Default and Default Judgment against CARENROSE DACUMOS should not have been granted. For this reason the Order Vacating the Order of Default and Default Judgment should be granted against CARENROSE DACUMOS.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Signed at Lynnwood, Washington on July 07, 2015



MATTHEW CHEUNG, WSBA #43067
Attorney for Plaintiff

EXHIBIT L

FILED

15 JUL 07 PM 3:30

KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE NUMBER: 15-2-13622-4 SEA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

TOYOTA MOTOR CREDIT
CORPORATION,

Plaintiff,

v.

MELANTHON IBANEZ,
CARENROSE DACUMOS,

Defendant(s).

Case No.: 15-2-13622-4

**ORDER VACATING DEFAULT AND
DEFAULT JUDGMENT AGAINST
CARENROSE DACUMOS**

The above-entitled Court, having reviewed the plaintiff's Motion to Vacate Order of Default and Default Judgment.

IT IS HEREBY ORDERED that the Plaintiff's Motion to Vacate Order of Default and Default Judgment against CARENROSE DACUMOS is granted. The Order of Default and Default Judgment entered for this matter against CARENROSE DACUMOS on June 08, 2015 shall be in full.

JUDGE/COMMISSIONER: _____

DATED: _____

PRESENTED BY:



DATED: 7/7/2015

MATTHEW C. FELIX, WDA #42007

-1-

ORDER VACATING JUDGMENT/ORDER

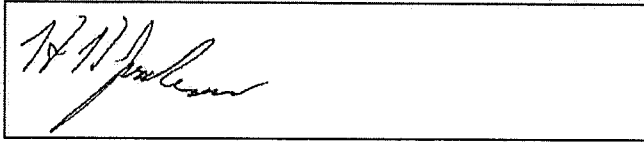
PATENAUE & FELIX, A.P.C.
19401 40th Avenue West, Suite 2800, Lynnwood, WA 98036
Tel: (425) 361-1662 Toll Free: (800) 832-7675

King County Superior Court
Judicial Electronic Signature Page

Case Number: 15-2-13622-4
Case Title: TOYOTA MOTOR CREDIT CORP VS IBANEZ ET ANO

Document Title: ORDER

Signed by: Commissioner Henry Judson
Date: 7/7/2015 3:30:13 PM

A rectangular box containing a handwritten signature in black ink. The signature appears to be 'H. Judson' written in a cursive style.

Judge/Commissioner: Commissioner Henry Judson

This document is signed in accordance with the provisions in GR 30.

Certificate Hash: 252A2613AD1DF6F184ADD5EFD5753C76D53A5CB8
Certificate effective date: 7/16/2014 12:09:30 PM
Certificate expiry date: 7/16/2019 12:09:30 PM
Certificate Issued by: C=US, E=kcscefilng@kingcounty.gov, OU=KCDJA,
O=KCDJA, CN="Henry Judson:
WPypi5D74hGx6nH1Ylhwmw=="

EXHIBIT M

FILED

15 JUL 30 PM 3:03

KING COUNTY
SUPERIOR COURT CLERK
E-FILED

CASE NUMBER: 15-2-13622-4 KNT

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

TOYOTA MOTOR CREDIT
CORPORATION

Plaintiff,

vs.

MELANTHON IBANEZ and
CARENROSE DACUMOS,

Defendants.

Case No.: 15-2-13622-4 KNT

**MOTION TO SEAL OR RETURN
ORIGINAL FILED DOCUMENTS**

RELIEF REQUESTED

The plaintiff, by and through counsel Patenaude & Felix, A.P.C., respectfully moves the Court for an Order that either seals or returns to the plaintiff the original filed document sub #7. Motion For Default Judgment, filed on June 8, 2015, for the following reason:

(1) Confidential personal information of defendants is contained in the documents attached to the motion. These documents have not been redacted and should not be viewable in the court record without proper redaction.

///

-1-

MOTION TO CORRECT

PATENAUDE & FELIX, A.P.C.

19401 40th Avenue West, Suite 2800, Lynnwood, WA 98036
Tel: (425) 361-1662 . Toll Free: (800) 832-7675

PROPOSED ORDER

A proposed order granting the relief requested accompanies this motion.

DECLARATION OF COUNSEL

1. I am the attorney of record for the plaintiff in the above captioned action.

2. Documents attached to, and filed with, the Motion For Default Judgment on June 8, 2015, have not been properly redacted.

3. Plaintiff will defer to the Court's discretion to determine if document sub #7 "Motion For Default Judgment" filed on June 8, 2015 should be sealed or returned to Plaintiff for proper redaction and re-filing.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated: July 29, 2015 at Lynnwood, Washington

MATTHEW CHEUNG, WSBA #43067
Attorney for Plaintiff
19401 40th Avenue West, Ste. 280
Lynnwood, WA 98036
(425) 361-1662

EXHIBIT N

FILED
KING COUNTY, WASHINGTON

JUL 31 2015

SUPERIOR COURT CLERK

EXP07

**Superior Court of Washington
King County**

Toyota Motor Credit Corporation

Petitioner/Plaintiff

vs/and

Melanthon Ibanex et al

Defendant/Respondent

No. 15 2 13622 4

KNT

MINUTE ORDER

The court having reviewed a motion for order, hereby DENIES the entry because:

Other:

Counsel must provide a redacted copy of the document sought to be sealed. This matter should be presented in person.

IT IS HEREBY ORDERED that the request is denied and the moving party shall resubmit the motion and order directly to the Ex Parte Department, in person, without the payment of additional Clerk's Office Ex Parte Presentation Fee. A copy of this order must be included when you resubmit this matter.

Dated this _____ day of 7/31, 2015.

Bradley L. Blum
Judge/Commissioner

Friday, July 31, 2015

Page 1 of 1

MINUTE ORDER - ORDYMT - 12/10

EXHIBIT O

FILED
KING COUNTY, WASHINGTON

AUG 04 2015

SUPERIOR COURT CLERK
BY Matthew Hodgman
DEPUTY

**Superior Court of Washington
King County**

Toyota Motor Credit Corporation

Petitioner/Plaintiff

vs/and

Melanthon Ibanex et al

Defendant/Respondent

No. 15 2 13622 4

KNT

MINUTE ORDER

The court having reviewed a motion for order, hereby DENIES the entry because:

Other:

The case is still active as the default order/default judgment has been vacated against one of the defendants. The motion to seal records must therefore be presented to the assigned judge.

IT IS HEREBY ORDERED that the request is denied and the moving party shall resubmit the motion and order to the IC judge previously assigned to this matter. A copy of this order must be included when resubmitting this matter to the assigned judge.

Dated this _____ day of 8/4, 2015.

Matthew Hodgman
Judge/Commissioner

Tuesday, August 04, 2015

Page 1 of 1

MINUTE ORDER - ORDYMT - 12/10

EXHIBIT P

FILED

15 AUG 05 PM 3:18

KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE NUMBER: 15-2-13622-4 KNT

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING**

TOYOTA MOTOR CREDIT CORPORATION

vs.

MELANTHON IBANEZ AND CARENROSE DACUMOS

CASE NO. 15-2-13622-4 KNT

NOTICE OF COURT DATE (Judges)

(NOTICE FOR HEARING)

KENT REGIONAL JUSTICE CENTER ONLY

(Clerk's Action Required) (NTHG)

TO: THE CLERK OF THE COURT and to all other parties per list on Page 2:

PLEASE TAKE NOTICE that an issue of law in this case will be heard on the date below and the Clerk is directed to note this issue on the calendar checked below.

Calendar Date: AUGUST 7, 2015

Day of Week:

Nature of Motion: MOTION TO SEAL OR RETURN ORIGINAL FILED DOCUMENT

CASES ASSIGNED TO INDIVIDUAL JUDGES - RJC

If oral argument on the motion is allowed (LCR 7(b)(2)), contact staff of assigned judge to schedule date and time before filing this notice. **Working Papers:** The judge's name, date and time of hearing must be noted in the upper right corner of the Judge's copy. **Deliver Judge's copies to Judges' Mailroom at RJC**

☒ Without oral argument (Mon - Fri)☐ With oral argument Hearing

Date/Time: _____

Judge's Name: JUDGE HELLER

Trial Date: N/A

CHIEF CIVIL DEPARTMENT - RJC

All Chief Civil calendars are at 10:00 on Fridays, except as noted. See signs posted at RJC for calendar location. Deliver working copies to Judges' Mailroom, Room 2D at RJC. In upper right corner of papers write "Chief Civil Department" and date of hearing.

☐ Extraordinary Writs (Show Cause Hearing) (LCR 98.40)☐ Supplemental Proceedings /Judicial Subpoenas (9:15 am) (LCR 69)☐ Motions to Consolidate with multiple judges assigned (LCR 40(a)(4)) (without oral argument) M-F☐ Structured Settlements (9:00 am Fridays) (LCR 40(2)(S))

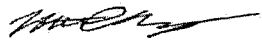
Non-Assigned Cases:

☐ Dispositive Motions (10:30 am)☐ Non-Dispositive Motions M-F (without oral argument)☐ Motions for Revision (LCR 7(b)(8))☐ Certificates of Rehabilitation- Weapon Possession (Convictions from Limited Jurisdiction Courts) (LCR 40(a)(2)(B))

PARTIES: The address of the Regional Justice Center is 401 4th Avenue North, Kent, WA 98032. You must bring this document and appear as scheduled.

☐ Room: _____☐ See Posted Signs

You may list an address that is not your residential address where you agree to accept legal documents.

Sign:  Print/Type Name: MATTHEW CHEUNG

WSBA # 43067 (if attorney) Attorney for: PLAINTIFF

Address: 19401 40TH AVE W SUITE 280 City, State, Zip LYNNWOOD, WA 98036

Telephone: 425-361-1662 Email Address: MATTHEW.CHEUNG@PANDF.US Date: AUGUST 5, 2015

NOTICE OF COURT DATE - KENT REGIONAL JUSTICE CENTER ONLY

Page 1

JudgesKNT10/10/14

www.kingcounty.gov/courts/scforms

LIST NAMES AND SERVICE ADDRESSES FOR ALL NECESSARY PARTIES REQUIRING NOTICE

Name _____
Service Address: _____
City, State, Zip _____
WSBA# _____ Atty. For: _____
Telephone #: _____
Email Address: _____

Name _____
Service Address: _____
City, State, Zip _____
WSBA# _____ Atty. For: _____
Telephone #: _____
Email Address: _____

Name _____
Service Address: _____
City, State, Zip _____
WSBA# _____ Atty. For: _____
Telephone #: _____
Email Address: _____

Name _____
Service Address: _____
City, State, Zip _____
WSBA# _____ Atty. For: _____
Telephone #: _____
Email Address: _____

Name _____
Service Address: _____
City, State, Zip _____
WSBA# _____ Atty. For: _____
Telephone #: _____
Email Address: _____

Name _____
Service Address: _____
City, State, Zip _____
WSBA# _____ Atty. For: _____
Telephone #: _____
Email Address: _____

IMPORTANT NOTICE REGARDING CASES

Party requesting hearing must file motion & affidavits separately along with this notice. List the names, addresses and telephone numbers of all parties requiring notice (including GAL) on this page. Serve a copy of this notice, with motion documents, on all parties.

The original must be filed at the Clerk's Office not less than **six** court days prior to requested hearing date, except for Summary Judgment Motions (to be filed with Clerk 28 days in advance).

THIS IS ONLY A PARTIAL SUMMARY OF THE LOCAL RULES AND ALL PARTIES ARE ADVISED TO CONSULT WITH AN ATTORNEY.

The REGIONAL JUSTICE CENTER is in Kent, Washington at 401 Fourth Avenue North. The Clerk's Office is on the second floor, Room 2C. The Judges' Mailroom is Room 2D.

DO NOT USE THIS FORM FOR FAMILY LAW OR EX PARTE MOTIONS

EXHIBIT Q

FILED
15 AUG 13 AM 11:46
KING COUNTY
SUPERIOR COURT CLERK
KENT, WA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

TOYOTA MOTOR CREDIT
CORPORATION

Plaintiff,

vs.

MELANTHON IBANEZ and
CARENROSE DACUMOS,

Defendants.

Case No.: 15-2-13622-4 KNT

**ORDER ON MOTION TO SEAL OR
RETURN ORIGINAL FILED
DOCUMENTS**
(Clerk's Action Required)

The above-entitled Court, having reviewed the plaintiff's Motion to Seal or Return Original
Filed Documents,

IT IS HEREBY ORDERED that the Plaintiff's Motion to Seal or Return Original Filed
Documents is granted as follows

The sub #7 document Motion For Default Judgment filed on June 08, 2015 shall be

~~X~~ Sealed as a confidential document

OR

Original document returned to Plaintiff for redaction at Patenaude & Felix,
A.P.C. 19401 40th Ave W, Suite 280, Lynnwood, WA 98036

The Clerk of the Court shall, without delay, proceed as ordered above.

JUDGE/COMMISSIONER: 

DATED: 8/13/15

PRESENTED BY:



DATED: 8/ /2015

MATTHEW CHEUNG, WSBA#43067
Attorney for Plaintiff/Petitioner

-1-

ORDER CORRECTING

PATENAUDE & FELIX, A.P.C.
19401 40th Avenue West, Suite 2800, Lynnwood, WA 98036
Tel: (425) 361-1662 Toll Free: (800) 832-7675

EXHIBIT R

FILED

15 AUG 13 AM 11:46

KING COUNTY
SUPERIOR COURT CLERK
KENT, WA

JUDGES E~WORKING COPIES

AUGUST 7, 2015 W/O ORAL FILED

JUDGE HELLER

15 JUN 08 PM 2:08

MOVING PARTY

KING COUNTY

SUPERIOR COURT CLERK

E-FILED

CASE NUMBER: 15-2-13622-4 KNT

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

TOYOTA MOTOR CREDIT
CORPORATION

Plaintiff,

vs.

MEL ANTHONY IBANEZ and
CARENROSE DACUMOS,

Defendants.

Case No.: 15-2-13622-4

MOTION & DECLARATION FOR
DEFAULT AND JUDGMENT

REDACTED

I. MOTION

The plaintiff, by and through its attorneys, Patenaude & Felix, A.P.C., respectfully moves the Court for an Order of Default and Judgment against the defendant, MEL ANTHONY IBANEZ, in the principal sum of \$13,593.35, together with costs, as requested in the judgment.

This Motion is based on the affidavits or declarations in support of entry of judgment submitted herewith and the subjoined declaration of counsel.

II. DECLARATION

The undersigned declares under penalty of perjury under the laws of the State of Washington that the following is true and correct:

I. I am the attorney of record for the plaintiff herein. I base this declaration on my review of the file maintained by this law firm with regard to this matter.

///

1 2. That on 3/21/2015, in King County, Washington, the defendant, MEL ANTHONY
2 IBANEZ, was served with a Summons and Complaint in the above referenced action. The
3 Affidavit of such service is filed herein. More than 20 days have elapsed since the date of
4 service.

5 3. The defendants have failed to serve an appearance/answer or otherwise defend, in
6 accordance with CR55 within the time permitted by law.

7 4. Venue is appropriate under R.C.W. 4.28, because King County is the county in
8 which the defendant resides.


9 5. The defendant is not a person in the Military Service of the United States, as
10 defined in the Soldier's and Sailor's Civil Relief Act of 1940 as amended by the The Service
11 member's Civil Relief Act of 2003. The declarant's staff has checked the U.S. Department of
12 Defense Manpower Data Center, and the report provided and attached states that the
13 Department of Defense does not possess any information indicating the defendant is on Military
14 Duty. Attached as an addendum is the information that the above statement is based upon. The
15 declarant is unable to determine whether the defendant is a dependent of a service member.

16 I declare under penalty of perjury of the laws of the State of Washington that the
17 foregoing is true and correct.

18 DATED: May 29, 2015, at Lynnwood, WA.

19 Presented by:

20 PATENAUDE & FELIX, A.P.C.

21 
22 MATTHEW CHEUNG, WSBA #43067
23 Attorney for Plaintiff
24 Patenaude & Felix, A.P.C.
25 19401 40th Avenue West, Suite 280
26 Lynnwood, WA 98036
27 (425) 361-1662
28

-2-

MOTION & DECLARATION FOR DEFAULT JUDGMENT

PATENAUDE & FELIX, A.P.C.
19401 40th Avenue West, Suite 280, Lynnwood, WA 98036
Tel: (425) 361-1662 Toll Free: (800) 832-71

Department of Defense Manpower Data Center

Results as of: May-27-2015 04:12:01 PM

SCRA 3.0



Status Report

Pursuant to Servicemembers Civil Relief Act

Last Name: IBANEZFirst Name: MELANTHON

Middle Name:

Active Duty Status As Of: May-27-2015

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA

This response reflects the individual's active duty status based on the Active Duty Status Date

Left Active Duty Within 307 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA

This response reflects when the individual left active duty status within 307 days preceding the Active Duty Status Date

The Member or Member Unit Was Notified of a Future Call Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA

This response reflects whether the individual or Member unit has received early notification to report for active duty

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Mary M. Snavelly-Dixon

Mary M. Snavelly-Dixon, Director
 Department of Defense - Manpower Data Center
 4800 Mark Center Drive, Suite 04E25
 Arlington, VA 22350

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

TOYOTA MOTOR CREDIT
CORPORATION

Plaintiff,

vs.

MEL ANTHONY IBANEZ and
CARENROSE DACUMOS,

Defendants.

Case No.:

AFFIDAVIT OF TOYOTA MOTOR
CREDIT CORPORATION IN SUPPORT
OF JUDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

Steven Greenhaw, being first duly sworn on oath, deposes and states:

1. That I am a Custodian of records for TOYOTA MOTOR CREDIT CORPORATION (hereinafter "TOYOTA"). I make this Affidavit on the basis of my personal knowledge and a review of the records maintained by TOYOTA, and its business and billing records, including those records on TOYOTA'S computers. The records were made by, or from information transmitted by, a person with knowledge of the facts and events recorded. Each record, a copy of which is attached hereto, was made at or near the time of the act, event or condition recorded or reasonable soon thereafter. As a Custodian of those records, I can attest to their authenticity and mode of preparation.

///

-1-

AFFIDAVIT OF TOYOTA MOTOR CREDIT CORPORATION IN SUPPORT OF JUDGMENT

PATENAUDE & FELIX, A.P.C.
19401 40th Avenue West, Suite 280
Lynnwood, WA 98036

1 2. TOYOTA is authorized to bring this action. TOYOTA is the current owner and holder
2 of this account.

3 3. Attached as Exhibit 1 is a true and correct copy of the Retail Installment Contract /
4 Lease Agreement signed by the defendant (hereinafter "Agreement") which is the subject of the
5 claim in this action.

6 4. Once Agreements are either acquired or opened, computerized ledgers are maintained
7 by employees of TOYOTA and constitute the principal record establishing the amounts due and
8 owing to TOYOTA for any and all transactions involving all financial aspects of the defendant's
9 account including credits, debits, and the balance outstanding for purposes of invoicing and/or
10 determination of a current outstanding balance.

11 5. The defendant has not paid as agreed on this account. TOYOTA has demanded
12 payment from the defendant and the defendant has refused or was unable to pay. As a result of
13 this failure to pay, TOYOTA has elected to declare the Agreement in default, accelerate the full
14 balance due and owing, as authorized by the agreement, and recover the vehicle. TOYOTA
15 disposed of the vehicle in a commercially reasonable manner. Pursuant to the Agreement and as
16 permitted by law, allowed expenses arising as a direct result of taking the vehicle, holding it,
17 preparing it for disposition, and/or disposition of the vehicle were charged to the defendant. The
18 remaining disposition proceeds, together with all other credits to which the defendant was
19 entitled, was applied against the balance due and owing on the account.
20

21 6. Attached as Exhibit 2 are true and correct copies of the documents pertaining to the
22 default, taking of the vehicle, disposition of the vehicle, and/or resulting deficiency.

23 7. The total unpaid balance on the account which is in default and now due and payable
24 is \$13,593.35, plus interest at the rate of 6.99% per annum of the unpaid balance from April 26,
25 2014. Despite repeated demands for payment, the defendant has failed to pay, and still refuses to
26 pay the balance due and owing.
27

28 ///

-2-

AFFIDAVIT OF TOYOTA MOTOR CREDIT CORPORATION IN SUPPORT OF JUDGMENT

PATENAUDE & FELIX, A.P.C.
19401 40th Avenue West, Suite 280
Lynnwood, WA 98036

8. I am informed and believe, and therefore allege, that the defendant is not a person in the military service of the United States, as defined in the Soldiers' and Sailors' Civil Relief Act. I further state that to the best of my knowledge, the defendant is not an infant nor an incompetent person.

I declare under the penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated on the 20th day of May, 2015, at 1:17 PM

TOYOTA MOTOR CREDIT CORPORATION

Signature: *Coleman Greenhaw*

Print Name: Coleman Greenhaw

Custodian of Records

Subscribed and sworn to before me this

20th day of May

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of LOS ANGELES

Subscribed and sworn to (or affirmed) before me this 20th day

of May, 2015, by Coleman Greenhaw

Notary Public

My commission expires:

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature *Mary W. Dill* (Seal)

CREDIT APPLICATION



- IMPORTANT: READ THESE DIRECTIONS BEFORE COMPLETING THIS APPLICATION**
- Check ☐ If you are applying for credit on your own name and are not applying for credit on behalf of another person, please complete Sections 1 and 2.
- Applicable ☐ If you are applying for credit on behalf of another person, please complete Sections 1 and 2, and also complete Section 3. Your response should be "Yes" or "No".
- Not ☐ If you are applying for credit on behalf of another person, please complete Sections 1 and 2, and also complete Section 3. Your response should be "Yes" or "No".

NOTE: APPLICANT IF MARRIED MUST APPLY FOR A SEPARATE ACCOUNT

☐ LEASE ☐ FINANCE

SECTION 1 Information Regarding Applicant

DEALER NO (REGD)	DEALER NAME TOYOTA OF RICHMOND
LAST NAME (PRINT)	FIRST NAME (PRINT)
NAME	MOI ANTHONY
RESIDENCE ADDRESS	CITY
4240 122nd St	Tukwila
STATE	ZIP
WA	98168
PHONE	CELL PHONE
(206) 574-8822	(206) 574-8822
DRIVER'S LIC NO	WVA ID NUMBER
WA 13AN000121CH	13AN000121CH
DATE OF BIRTH	SEX
03/01/1985	M
HOW LONG?	YES
4 YES	0 NO
OTHER PHONE, CHECK BOX IF CELL PHONE	PHONE
	()

VEHICLE CHARGING ADDRESS (IF DIFFERENT FROM RESIDENCE) CITY STATE ZIP

PREVIOUS ADDRESS (TO COVER 3 YEARS HISTORY) 7864 MI King Way S Seattle WA 98118

HOME LAND LINE (206) 574-8822 WORK LAND LINE (206) 388-2301 CELL PHONE (206) 574-8822

OCCUPATION OR NAME Nutrition Sanitation

EMPLOYER'S ADDRESS CITY STATE ZIP

PREVIOUS EMPLOYER (TO COVER 3 YEARS HISTORY) ADDRESS CITY STATE ZIP

NEAREST RELATIVE NOT LIVING WITH YOU ADDRESS CITY STATE ZIP

OTHER PERSONAL REFERENCES NAME ADDRESS CITY STATE ZIP

NAME ADDRESS CITY STATE ZIP

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SECTION 2 Asset and Debt Information

(If Section 2 has been completed, this Section should be completed using information about the Applicant's 1st Co-Applier or Non-Applier Spouse. Please mark Applicant's information with an A, Co-Applier's with a C, and Non-Applier's with an N.)

IF SECTION 2 HAS BEEN COMPLETED, ONLY ONE PERSON SHOULD BE COMPLETED ABOUT THE APPLICANT'S 1ST CO-APPLIER OR NON-APPLIER SPOUSE.

☐ OWN HOME ☐ RENTING ☐ LIVING WITH RELATIVES

SALE PRICE OR PURCHASE PRICE CITY STATE PHONE

MORTGAGE PAYMENT PER MONTH

MORTGAGE TYPE

MORTGAGE TYPE

MORTGAGE TYPE

MORTGAGE TYPE

MORTGAGE TYPE

MORTGAGE TYPE

MORTGAGE TYPE

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MORTGAGE TYPE

SEE THE REVERSE SIDE OF THIS APPLICATION FOR FURTHER IMPORTANT DISCLOSURES AND INFORMATION AND REQUIRED SIGNATURES



END OF PAGE

STATE SPECIFIC DISCLOSURES

Mr Mel Anthony Ibanez Ms. Carenrose Dacumos

Notice to California Residents. Applicant, if married, may apply for a separate account**Notice to Maine, Rhode Island and Tennessee Residents.** You must have physical damage insurance covering loss or damage to the vehicle for the term of any contract. For a lease, you must also have the liability insurance as described in the lease. You may buy this insurance from anyone you choose. You do not have to buy it from someone affiliated with the dealer or an assignee of this contract. Your choice of insurance will not affect the credit approval process unless the insurance does not satisfy the contract requirements or the insurance company does not satisfy the reasonable standards of the dealer or an assignee of the contract.**Notice to New Hampshire Residents.** If you are applying for a balloon payment contract, upon request and before entering into the balloon payment contract, you are entitled to receive a written estimate of the monthly payment amount for refinancing the balloon payment in accord with the creditor's existing refinance programs. A balloon contract is an installment sale contract with a scheduled final payment that is at least twice the amount of one of the earlier scheduled equal periodic installment payments.**Notice to New York Residents.** In connection with this application, we may request a consumer report on you. If you request, we will inform you whether or not a consumer report was requested and, if it was, of the name and address of the consumer reporting agency that furnished the report. Additional consumer reports may be ordered without further notice to you in connection with any update, renewal or extension of credit granted.**Notice to Ohio Residents.** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.**Notice to Rhode Island Residents:** Credit Reports may be obtained in connection with this application for credit.**Notice Wisconsin Residents.** No provision of any marital property agreement, unilateral statement (under Wis. Stat. 766.59), or court decree (under Wis. Stat. 766.80), applied to marital property, adversely affects your creditor's or lessor's (your "Creditor") interest unless your Creditor is furnished a copy of such agreement, statement, or decree to or your Creditor has actual knowledge of such adverse provision before credit is granted. If the credit is granted to you pursuant to this application, your spouse will also receive notification that credit has been granted to you.**WISCONSIN STATEMENT OF MARITAL PURPOSE.** I am applying for credit which, if granted, will be incurred in the interest of my marriage and family.

Signature _____ Date _____

Signature _____ Date _____

GENERAL DISCLOSURES AND AGREEMENTS**MINIMUM PHYSICAL DAMAGE INSURANCE IS REQUIRED FOR THE FULL TERM OF THE INSTALLMENT OR LEASE CONTRACT** to protect all interests thereunder against collision, fire, theft and the additional hazards covered by Combined Additional Coverage. **YOU MAY CHOOSE THE PERSON THROUGH WHICH ANY OF THIS INSURANCE IS OBTAINED.****Fair Credit Reporting Act Disclosure**

This application for credit will be submitted to the following financial institution for purpose or consideration as to whether it meets purchase guidelines.

Financial Institution Names and AddressesToyota Financial Services, 13920 SE Eastgate Way, Suite 130, Bellevue, WA 98005**Application Agreement.** I authorize dealer and any creditor to which dealer submits my application, together with any affiliates, agents, service providers or assignees of the dealer or creditor ("you" or "your") as follows: You may investigate my credit and employment history, obtain consumer reports on me and contact my references in connection with this application. If an account is opened for me in response to this application, I authorize you to obtain credit reports on me for the review, update, extension or collection of my account or other legitimate business purposes related to my account, contact my references and other creditors in connection with the collection of my account including the location of my financed or leased vehicle, and release information about your credit experience with me as permitted by law.

You may call me, leave me a voice, pre-recorded or artificial voice message or send me a text, email or other electronic message for any purpose related to my accounts with you, your products and services, or surveys or research (each a "Communication"). You may include my personal information in a Communication and conduct a Communication using an automated dialing machine and any contact information you have for me, including a cell phone number. You will not charge me for a Communication but my service provider may. I understand and agree you may always communicate with me in any manner permissible by law that does not require prior consent.

I promise that all information I have provided in connection with this application is true, correct and complete.

Applicant Signature

Co-Applicant Signature (Only if Box 6 is checked)

3/31/13

Date

3/31/13

Date

ORIGINAL LEVELS:

OTHER DISCREPANCY ADJUSTMENTS

1. FINANCE CHARGE AND PAYMENTS

- How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate in the unpaid part of the Amount Financed.
- How we will apply payments. We may apply each payment to the interest and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed, and to other amounts you owe under this contract in any order we choose.
- How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front of this document based on you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a lower or greater total payment, at our choice, more or fewer payments of the same amount, or your scheduled payment with a smaller total payment. We will send you a notice telling you about these changes before the first scheduled payment is due.
- Your early payment. Your early payment will be applied to the Amount Financed in any order with the priority of your debt. You must pay the interest and unpaid part of the Finance Charge and all other amounts due to us before you can pay for principal.
- Right to Reimburse a Refund Payment. A Refund Payment is a scheduled payment that is more than what is due at the time of your scheduled payment. If we choose to accept a Refund Payment, we will not be substantially greater than the scheduled payment. This payment does not apply if you do not purchase the vehicle for personal, family, or household use. If it does not apply, we will apply your payment according to your scheduled or regular income.

2. YOUR OTHER PROMISES TO US

- If the vehicle is damaged, destroyed, or missing, you agree to pay us as you owe under the contract even if the vehicle is damaged, destroyed, or missing.
- Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle to the contract without our written permission. You agree not to export the vehicle to any other country, or to transfer or assign any interest in the vehicle to the contract without our written permission. If we pay any interest, taxes, fees, costs, or charges on the vehicle, you agree to repay the amount when we ask for it.

3. Security Interest

- You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All products, components, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. The interest and proceeds of insurance or charges from the contract.

The vehicle payment of all you owe on the contract is also secured by your agreement in this contract. You will make sure the title shows our security interest (lien) in the vehicle.

4. Insurance you need have on the vehicle.

- You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of the contract. The insurance must cover the loss in the vehicle (including) UNLESS YOU PROVIDE US WITH EVIDENCE OF THE PHYSICAL DAMAGE INSURANCE COVERAGE AS REQUIRED BY THE CONTRACT. WE MAY SUE FOR ANY CLAIM MADE PURSUANT TO OUR INSURANCE POLICY. YOU MAY NOT CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT YOU HAVE OBTAINED PROPER COVERAGE ELSEWHERE. YOU ARE RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY US. THE COST OF THIS INSURANCE MAY BE ADDED TO YOUR AMOUNT FINANCED IF THE COST IS ADDED TO THE AMOUNT FINANCED. THE ANNUAL PERCENTAGE RATE ON THIS CONTRACT WILL APPLY TO THIS ADDED AMOUNT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE YOUR PRIOR COVERAGE LAPSED OR ANOTHER DATE AFTER THIS DATE OF LAPSE. THE COVERAGE WE PURCHASE MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE YOU CAN OBTAIN ON YOUR OWN AND MAY NOT SATISFY MANDATORY LIABILITY INSURANCE LAWS. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

- What happens if we receive insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may deduct the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- You may owe late charges. You will pay a late charge on each late payment we show on the front of the contract. Acceptance of a late payment by late charges does not include your late payment or mean that you may keep making late payments. If you pay late, we may also take the vehicle described below.
- You may have to pay us your cash at once. If you break your promise (promise), we may demand that you pay all you owe on the contract at once. Below are reasons:
 - You do not pay any payment on time;
 - You give false, incomplete, or misleading information in a credit application;
 - You start a proceeding in bankruptcy or one is started against you or your property; or
 - You break any agreement in the contract.
 The amount you will owe will be the unpaid part of the Amount Financed plus the interest and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- You may have to pay collection costs. If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's reasonable fee and court costs on the law shown. You will pay any collection costs we incur as the law allows.
- We may take the vehicle. When you pay, if you default, we may take the vehicle from you if we do so promptly and the law allows. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle if we take the vehicle, any accessories, equipment, and replacement parts and they are in the vehicle. If any personal items are in the vehicle, we may store them for you 15 days after if you do not ask for them back, we may dispose of them as the law allows.
- How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. You may get the vehicle back if you do not get it back. If you do not get it back, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.
- We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a result of taking the vehicle, taking it, preparing it for sale, and selling it. Any excess and down costs the law permits are also applied to your debt. If any money is left (surplus), we will pay it to you within the law or we can pay it to someone else if money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay the amount when we ask, we may charge you interest at a rate not exceeding the highest legal rate and you pay.
- What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is destroyed, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER CONCLUDES

The following paragraph does not affect any warranties regarding the vehicle that the vehicle manufacturer may provide. It does not apply at all if you bought the vehicle primarily for personal, family, or household use.

Unless the Seller makes a written warranty, or enters into a written contract within 30 days from the date of this contract, the Seller makes no warranty, expressed or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

- Used Car Buyer's Guide. The information you see on the window label for this vehicle is part of this contract. Information on the window label overrides any contrary provisions in the contract or any other document.
- Separate Transactions. Each party understands the vehicle is sold "as is." Information you see on the window label is to inform you of the vehicle's condition and to protect your rights. Information on the window label is not a warranty or a statement of fact.

5. Servicing and Collection Contacts.

You agree that we may try to contact you at home, by mail, or using pre-recorded or automated voice messages, text messages, and automatic telephone dialing systems, to the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact is a change to you.

7. Applicable Law

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS THEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family or household use. In all other cases, Buyer will not assert against any manufacturer, dealer or lessor any claims or defenses that the Buyer (dealer) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

Date 03/31/2013 Dealer Name TOYOTA OF RENTON Salesperson MARK HERNANDEZ

Purchaser's Name NELANTHONY T HAGER - 150122 JAF	Co-Purchaser's Name CARENROSE A DUCUNOS
Address (City, State and Zip Code) 4240 S 122ND ST TUKWILA WA 98168	Address (City, State and Zip Code) 4240 S 122ND ST TUKWILA WA 98168
Residential Phone (206)574-8222	Residential Phone (206)574-8222
Business Phone (206)386-2901	Business Phone (206)505-1112
Mobile Phone (206)574-8822	Mobile Phone
Email Address	Email Address
Date of Birth 02/1988	Date of Birth 08/1982

Title Brand/Comments (if applicable)							REBUILT	JUNK	SALVAGE/REBUILT	DESTROYED
Now/Used/Demo	Year	Make	Mileage	Model	Stock #	Vin #				
NEW	2013	TOYOTA	27	4RUNNER	06399	JTEBU5JR709128019				

LICENCE NO 001	TAB	EXP
----------------	-----	-----

COONASTER PEACOCK 27

The owner of a vehicle they are required to spend up to \$150 for repairs if the vehicle does not pass. The vehicle inspection standards under chapter 78.120 RCW. Unless expressly warranted by the motor vehicle dealer, any damage is not warranted that the vehicle will pass any inspection tests required by Federal or state law.

X ADDITIONAL TO THE INITIAL
NOTICE TO ELITE REQUIREDS THE AIRLIFT ON THE VEHICLE
AND "ON" IS IN THE HANDS OF THE AIRLIFT AND THE AIRLIFT
THE AIRLIFT HAS BEEN INSTALLED

(A) USED VEHICLE TRADE-IN

YEAR	2010	MAKE	TOYOTA		TRU MODEL	RAY4
MILEAGE	29926	VIN	JTHRF40V1A5030115			
BALANCE DUE TO	TOYOTA MOTOR CREDIT CORPORATION					

USE OF CREDIT ADVISORY - PU BOX 105386
ATLANTA GA 30348-5386


12) SECOND VEHICLE TRADE IN		
YEAR	MAKE	MODEL
1981	Oldsmobile	Delta 88

DEBIT	CREDIT
BALANCE OWED TO	
MEMPHIS 1-20-68	

(1) Change income in Attachment for (A)	\$ 17000.00
Less net allowable income for (A)	\$ 23795.86
(2) Change income in Attachment for (B)	\$ N/A
Less net allowable income for (B)	\$ N/A
(3) - ESTIMATED NET ALLOWANCE ON TRAILER (F)	\$ -8795.86
(4) Total Change Income Allowance Lines 1 through Line 3 entered	\$ 17000.00

(Page 2 of 2 Page 2)
PCRTY DUE TO FIVE 2)

* Buyer acknowledges that the above invoice has been used on the basis of which all corrected invoices are being prepared. Buyer agrees to indemnify and hold Seller harmless from the payment for the above invoice. In the event the above invoice is determined to be incorrect, Buyer agrees to pay the amount of the invoice to Seller. Buyer agrees to pay the amount of the invoice to Seller if the invoice is determined to be correct. Buyer agrees to pay the amount of the invoice to Seller if the invoice is determined to be correct.

X  _____
SIGNATURE (DO NOT PRINT)

1	BASE PRICE OF VEHICLE	40795 00
---	-----------------------	----------

2. Date or Added Or Deleted Comments	N/A
--------------------------------------	-----

3	BASE PRICE OF VEHICLE AND OPTIONS (LINE 2 + LINE 3)	40795 00
---	--	----------

d. ESTIMATED Value's Excess Tax License Fee and Registration Fee (including 25 additional fee on new cars) (25.57 Credit Adjustment Fee)	270.00
--	--------

5	Have The Lioness Fire	N/A
---	-----------------------	-----

DORTH PAYMENT	(A) CASH	1500 00	
	(B) PAYMENT		1500 00

7	ESTIMATED MONTHLY ALLOWANCE	1500.00
		-6795.86

■ TOTAL CREDITS (8 + 7)	-5295 86
-------------------------	----------

100-233191

150 00

11 Service Contract	2395 00
---------------------	---------

13. Maintenance Contract	N/A
--------------------------	-----

17 Sales Tax (For SENTER Contract) credit - Maintenance Contract	227.53
--	--------

12. BELLEVILLE (LAW, CHANCERY, ETC.)	X/A
--------------------------------------	-----

13 OFF-ROAD	EAP	895 00
14 TOTAL CASH PRICE OF VEHICLE		

17 UNPAID BALANCE OF CASH PRICE	47064 44
	52368 38

10 UNPAID BALANCE (AMOUNT FINANCED)	52360 30
-------------------------------------	----------

52390 30

Buyer agrees that this Agreement includes all of the terms and conditions on the front and back side hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and waives the date below captioned, with any verbal installation sale contract, the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement. Buyer, by signing this Agreement, acknowledges that Buyer has read its terms and has received a true copy of this Agreement.

IF Buyer is buying the Vehicle for cash (this includes a Buyer arranging Buyer's own financing from a party other than dealer), this Agreement is not binding upon either Dealer or Buyer until signed by an authorized Dealer representative.

If Buyer is buying the Vehicle in a credit sale transaction with Dealer evidenced by a signed retail installment sale contract, this Agreement is binding when the retail installment sale contract is signed, but will not remain binding if a third party financial source does not agree to purchase the retail installment sale contract executed by Buyer and Dealer based on this Agreement. See paragraph 12 on the other side of this Agreement.

☒ BUYER ACKNOWLEDGES THAT IF THIS BOX IS CHECKED, THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE LOCATED ON THE BACKSIDE OF THIS AGREEMENT.

BUYER HAS READ ALL PAGES OF THIS AGREEMENT AND AGREES TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT

BUYER SIGNS [Signature] DATE 03/31/2013

CO. BUYER SIGNATURE _____ DATE 03/31/2013

MANAGER'S APPROVAL _____ DATE 03/31/2013
(Must Be Accepted By An Authorized Representative of This Center)



Secured Party Name and Address:
Toyota Motor Credit Corporation
P.O. BOX 22202
OWINGS MILLS, MD 21117-1397

ACCOUNT NUMBER: [REDACTED] 7610

DESCRIPTION OF VEHICLE: 2013 TOYOTA
4RUNNER

VEHICLE IDENTIFICATION NUMBER: JTEBU5JR7D5128019

03/18/14

MELANTHON IBANEZ
4240 S 122ND ST
TUKWILA

WA 98168-2587

NOTICE OF OUR PLAN TO SELL PROPERTY

Subject: Retail Installment Contract dated 03/31/13 secured by the Vehicle described above.

We have the Vehicle because you broke promises in our agreement.

We will sell the Vehicle at private sale sometime after 04/02/14. A sale could include a lease or license.

The money that we get from the sale (after paying our costs) will reduce the amount you owe. If we get less money than you owe, you will still owe us the difference. If we get more money than you owe, you will get the extra money, unless we must pay it to someone else.

You can get the Vehicle back at any time before we sell it by paying us the full amount you owe (not just the past due payments), including our expenses. To learn the exact amount you must pay, call us at (800) 279-9032.

If you want us to explain to you in writing how we have figured the amount that you owe us, you may call us at (800) 279-9032, or write us at P.O. BOX 22202, OWINGS MILLS, MD 21117-1397, and request a written explanation.

If you need more information about the sale call us at (800) 279-9032, or write us at P.O. BOX 22202, OWINGS MILLS, MD 21117-1397.

We are sending this notice to the following other people who have an interest in the Vehicle or who owe money under your agreement:

CARENROSE DACUMOS

HOW TO GET YOUR VEHICLE BACK

You have the right to get the Vehicle back (redeem) any time before it is sold by paying us the full amount you owe (not just the past due payments), including our expenses. The REDEMPTION section on page 2 specifies the amounts that you must pay directly to Toyota Motor Credit Corporation ("TMCC"), and the amounts that you may also be required to pay directly to other third parties to redeem the Vehicle. The amounts are calculated as of the date of this notice and may be subject to change based on additional expenses incurred and/or refunds or credits received.

- ☐ If this box is checked, you can reinstate your contract up until the date specified in the REINSTATEMENT section on Page 2 of this notice. The REINSTATEMENT section specifies the amounts that you must pay directly to Toyota Motor Credit Corporation ("TMCC"), and the amounts that you may also be required to pay directly to other third parties to reinstate the contract. The amounts are calculated as of the date of this notice and may be subject to change based on additional installments that become due or expenses incurred before you reinstate the contract. Additionally, you must resume making your monthly installment payments and comply with all other terms and conditions of your contract. We may not be required to reinstate your contract for future defaults.

Payments to redeem or reinstate may be made to TMCC at the above address, or you may call (800) 279-9032 for more information.

FT201F

Toyota Financial Services is a service mark of Toyota Motor Credit Corporation

Page 1 of 2

ONS 4015 (11/13)

ACCOUNT NUMBER: 7510-0001

VIN: JTEBJSJR7D5128019

REDEMPTION	REINSTATEMENT
<p>To REDEEM the Vehicle you must pay the following amounts directly to TMCC at the address shown on page 1 (and if applicable, the amounts owed to third parties set forth below) at any time prior to the sale of the Vehicle.</p>	
Unpaid Gross Balance under your contract (includes any accrued and unpaid finance charges)	\$ 48,563.26
Unpaid Late Charges	\$ 10.00
Costs and Expenses:	
Repossession Costs	\$ 225.00
Transportation Expenses	\$ 110.00
Impound Fees	\$ 0.00
Other: (Specify) NA	\$ 0.00
Other: (Specify) NA	\$ 0.00
TOTAL AMOUNT DUE TO TMCC TO REDEEM AS OF 3/18/2014	\$ 48,908.26
Plus any additional expenses incurred and less any additional refunds received.	
<p>To REDEEM the Vehicle you may ALSO be required to pay the following amounts directly to the third party repossession agent or auction location, as applicable. You can call TMCC at (800) 279-9032 for more information regarding the current location of the Vehicle and the agent/auction's contact information.</p>	
Vehicle Storage Fee at the daily rate of \$ 25.00 beginning on 3/12/2014	
Personal Property Fee*	\$ 100.00
Redemption Processing Fee	\$ 25.00
Other: (Specify) NA	\$ 0.00
<p>*You may reclaim your personal property directly from the repossession agent even if you do not redeem the Vehicle or reinstate the contract.</p>	
<p>You do not have the right to reinstate.</p>	

NOTICE. YOU MAY BE SUBJECT TO SUIT AND LIABILITY IF THE AMOUNT OBTAINED UPON DISPOSITION OF THE VEHICLE IS INSUFFICIENT TO PAY THE CONTRACT BALANCE AND ANY OTHER AMOUNTS DUE.

FT201H

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Page 2 of 2

CWS 4015 (11/13)



Secured Party Name and Address:
Toyota Motor Credit Corporation
P.O. BOX 22202
OWINGS MILLS, MD 21117-1397

ACCOUNT NUMBER: ██████████7610

DESCRIPTION OF VEHICLE: 2013 TOYOTA
4RUNNER

VEHICLE IDENTIFICATION NUMBER: JTEBUSJR705128019

03/18/14

CARENROSE DAGUMOS
4240 S 122ND ST
TUKWILA

WA 98168-2587

NOTICE OF OUR PLAN TO SELL PROPERTY

Subject: Retail Installment Contract dated 03/31/13 secured by the Vehicle described above.

We have the Vehicle because you broke promises in our agreement.

We will sell the Vehicle at private sale sometime after 04/02/14. A sale could include a lease or license.

The money that we get from the sale (after paying our costs) will reduce the amount you owe. If we get less money than you owe, you will still owe us the difference. If we get more money than you owe, you will get the extra money, unless we must pay it to someone else.

You can get the Vehicle back at any time before we sell it by paying us the full amount you owe (not just the past due payments), including our expenses. To learn the exact amount you must pay, call us at (800) 279-9032.

If you want us to explain to you in writing how we have figured the amount that you owe us, you may call us at (800) 279-9032, or write us at P.O. BOX 22202, OWINGS MILLS, MD 21117-1397, and request a written explanation.

If you need more information about the sale call us at (800) 279-9032, or write us at P.O. BOX 22202, OWINGS MILLS, MD 21117-1397.

We are sending this notice to the following other people who have an interest in the Vehicle or who owe money under your agreement:

MELANTHON IBANEZ

HOW TO GET YOUR VEHICLE BACK

You have the right to get the Vehicle back (redeem) any time before it is sold by paying us the full amount you owe (not just the past due payments), including our expenses. The REDEMPTION section on page 2 specifies the amounts that you must pay directly to Toyota Motor Credit Corporation ("TMCC"), and the amounts that you may also be required to pay directly to other third parties to redeem the Vehicle. The amounts are calculated as of the date of this notice and may be subject to change based on additional expenses incurred and/or refunds or credits received.

- ☐ If this box is checked, you can reinstate your contract up until the date specified in the REINSTATEMENT section on Page 2 of this notice. The REINSTATEMENT section specifies the amounts that you must pay directly to Toyota Motor Credit Corporation ("TMCC"), and the amounts that you may also be required to pay directly to other third parties to reinstate the contract. The amounts are calculated as of the date of this notice and may be subject to change based on additional installments that become due or expenses incurred before you reinstate the contract. Additionally, you must resume making your monthly installment payments and comply with all other terms and conditions of your contract. We may not be required to reinstate your contract for future defaults.

Payments to redeem or reinstate may be made to TMCC at the above address, or you may call (800) 279-9032 for more information.

FT200B

Toyota Financial Services is a service mark of Toyota Motor Credit Corporation

Page 1 of 2

OAS 4015 (11/13)

ACCOUNT NUMBER: 7510-0001

VIN: JTEBU5JR7D5128019

REDEMPTION	REINSTATEMENT
<p>To REDEEM the Vehicle you must pay the following amounts directly to TMCC at the address shown on page 1 (and if applicable, the amounts owed to third parties set forth below) at any time prior to the sale of the Vehicle.</p>	
Unpaid Gross Balance under your contract (includes any accrued and unpaid finance charges)	\$ 48,563.26
Unpaid Late Charges	\$ 10.00
Costs and Expenses:	
Repossession Costs	\$ 225.00
Transportation Expenses	\$ 110.00
Impound Fees	\$ 0.00
Other: (Specify) NA	\$ 0.00
Other: (Specify) NA	\$ 0.00
TOTAL AMOUNT DUE TO TMCC TO REDEEM AS OF 3/18/2014	\$ 48,908.26
<p>Plus any additional expenses incurred and less any additional refunds received.</p>	
<p>To REDEEM the Vehicle you may ALSO be required to pay the following amounts directly to the third party repossession agent or auction location, as applicable. You can call TMCC at (800) 279-9032 for more information regarding the current location of the Vehicle and the agent/auction's contact information.</p>	
Vehicle Storage Fee at the daily rate of \$ 25.00 beginning on 3/12/2014	
Personal Property Fee*	\$ 100.00
Redemption Processing Fee	\$ 25.00
Other: (Specify) NA	\$ 0.00
<p>*You may reclaim your personal property directly from the repossession agent even if you do not redeem the Vehicle or reinstate the contract.</p>	

You do not have the right to reinstate.

NOTICE. YOU MAY BE SUBJECT TO SUIT AND LIABILITY IF THE AMOUNT OBTAINED UPON DISPOSITION OF THE VEHICLE IS INSUFFICIENT TO PAY THE CONTRACT BALANCE AND ANY OTHER AMOUNTS DUE.

FT200B

Toyota Financial Services is a service mark of Toyota Motor Credit Corporation

Page 2 of 2

DMS 4015 (11/13)



P.O. BOX 2958, MAIL STOP WF22
TORRANCE, CA 90509-2958

ACCOUNT NUMBER [REDACTED] 610-0001

04/23/14

MELANTHON IBANEZ
4240 S 122ND ST
TUKWILA

WA 98168-2587

Dear MELANTHON IBANEZ:

As shown on the enclosed form, a balance of \$ 13,593.35 currently remains due on your account. Under the terms of your contract, you are responsible for payment of this amount.

Please call the Central Recovery Department at our toll free number (800) 826-9467 to make payment arrangements. Please be sure to include your account number on your check and submit any payments to:

TOYOTA MOTOR CREDIT CORPORATION
P.O. BOX 5236
CAROL STREAM, IL 60197-5236

Sincerely,

TOYOTA MOTOR CREDIT CORPORATION
(800) 826-9467
9am - 7pm ET, Monday - Friday

We may report information about your account to the credit bureaus.
Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

FTCY9P

Toyota Financial Services is a service mark of Toyota Motor Credit Corporation.

DMS 4005 (07/13)


TOYOTA MOTOR CREDIT CORPORATION

PO BOX 5236
CAROL STREAM, IL 60197-5236
(800) 826-9467; 9am - 7pm ET, Monday through Friday

EXPLANATION OF CALCULATION OF SURPLUS OR DEFICIENCY

DATE	ACCOUNT NUMBER	YEAR	MAKE	MODEL / DESCRIPTION	VEHICLE IDENTIFICATION NUMBER	DATE OF SALE
04/23/14	7610-0001	2013	TOYOTA	4RUNNER	JTEBU5JR7D5128019	04/07/14
BUYER NAME AND ADDRESS				CO-BUYER NAME AND ADDRESS		
MELANTHON IBANEZ 4240 S 122ND ST TUKWILA WA 98168-2587				CARENROSE DACUMOS 4240 S 122ND ST TUKWILA WA 98168-2587		
				DEALER NAME TOYOTA OF RENTON		

Gross Obligation

Proceeds of Disposition (Sale):	+ \$48,617.10
Net Obligation after Application of Proceeds of Disposition (Sale):	- \$33,500.00
	= \$15,117.10

Costs and Expenses of Collection, Repossession and Sale:

Retaking/Transporting/Storing	+ \$335.00
Reconditioning	+ \$83.00
Title/Registration	+ \$0.00
Auction Fees	+ \$114.50
Attorneys Fees	+ \$0.00
Unpaid Late Charges	+ \$0.00
N/A	+ \$0.00
N/A	+ \$0.00
	+ \$532.50

Credits to Customer Not Included in Gross Obligation:

Unearned Premium (Prepaid Maintenance)	+ \$0.00
Unearned Premium (Credit Life/Disability)	+ \$0.00
Unearned Premium (Service Contract)	+ \$2,056.25
Unearned Premium (GAP/DCA)	+ \$0.00
Unearned Premium (LoJack)	+ \$0.00
Dealer Funds (You may owe this amount to the Dealer.)	+ \$0.00
N/A	+ \$0.00
N/A	+ \$0.00
	- \$2,056.25

Amount of Surplus or Deficiency: (Surplus is shown as a negative number. Deficiency is shown as a positive number.)

AMOUNT OF DEFICIENCY OWED BY CUSTOMER:

If Surplus Exists, Amount Paid to Subordinate Lienholders:

To: N/A

NET AMOUNT OF SURPLUS PAYABLE TO CUSTOMER:

\$0.00
\$0.00

Future debts, credits, charges, including additional finance charges, rebates and expenses may affect the amount of the surplus or deficiency. For further information about this Explanation or your Account, please contact us at the above telephone number/address.


We may report information about your account to the credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Authenticated by Toyota Motor Credit Corporation

FTCY9P

Toyota Financial Services is a service mark of Toyota Motor Credit Corporation.

DMS 4005 (07/13)

 **TOYOTA**
FINANCIAL SERVICES
P.O. BOX 2958, MAIL STOP WF22
TORRANCE, CA 90509-2958

ACCOUNT NUMBER [REDACTED] 7610-0001

04/23/14

CARENROSE DACUMOS
4240 S 122ND ST
TUKWILA WA 98168-2587

Dear CARENROSE DACUMOS:

As shown on the enclosed form, a balance of \$ 13,593.35 currently remains due on your account. Under the terms of your contract, you are responsible for payment of this amount.

Please call the Central Recovery Department at our toll free number (800) 826-9467 to make payment arrangements. Please be sure to include your account number on your check and submit any payments to:

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P.O. BOX 5236
CAROL STREAM, IL 60197-5236

Sincerely,

TOYOTA MOTOR CREDIT CORPORATION
(800) 826-9467
9am - 7pm ET, Monday - Friday

We may report information about your account to the credit bureaus.
Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

FTCY9P

Toyota Financial Services is a service mark of Toyota Motor Credit Corporation.

DMS 4005 (07/13)



TOYOTA MOTOR CREDIT CORPORATION

PO BOX 5236

CAROL STREAM, IL 60197-5236

(800) 828-9467; 9am - 7pm ET, Monday through Friday

EXPLANATION OF CALCULATION OF SURPLUS OR DEFICIENCY

DATE	ACCOUNT NUMBER	YEAR	MAKE	MODEL / DESCRIPTION	VEHICLE IDENTIFICATION NUMBER	DATE OF SALE
04/23/14	610-0001	2013	TOYOTA	4RUNNER	JTEBU5JR7D5128019	04/07/14
BUYER NAME AND ADDRESS				CO-BUYER NAME AND ADDRESS		
MELANTHON IBANEZ 4240 S 122ND ST TUKWILA WA 98168-2587				CARENROSE DACUMOS 4240 S 122ND ST TUKWILA WA 98168-2587		
				DEALER NAME TOYOTA OF RENTON		

Gross Obligation

	+ \$48,617.10
Proceeds of Disposition (Sale):	- \$33,500.00
Net Obligation after Application of Proceeds of Disposition (Sale):	= \$15,117.10

Costs and Expenses of Collection, Repossession and Sale:

Retaking/Transporting/Storing

+ \$335.00

Reconditioning

+ \$83.00

Title/Registration

+ \$0.00

Auction Fees

+ \$114.50

Attorneys Fees

+ \$0.00

Unpaid Late Charges

+ \$0.00

N/A

+ \$0.00

N/A

+ \$0.00

+ \$532.50

Credits to Customer Not Included In Gross Obligation:

Unearned Premium (Prepaid Maintenance)

+ \$0.00

Unearned Premium (Credit Life/Disability)

+ \$0.00

Unearned Premium (Service Contract)

+ \$2,056.25

Unearned Premium (GAP/DCA)

+ \$0.00

Unearned Premium (LoJack)

+ \$0.00

Dealer Funds (You may owe this amount to the Dealer.)

+ \$0.00

N/A

+ \$0.00

N/A

+ \$0.00

- \$2,056.25

Amount of Surplus or Deficiency: (Surplus is shown as a negative number, Deficiency is shown as a positive number.)

= \$13,593.35

AMOUNT OF DEFICIENCY OWED BY CUSTOMER:

\$13,593.35

If Surplus Exists, Amount Paid to Subordinate Lienholders:

To: N/A

\$0.00

NET AMOUNT OF SURPLUS PAYABLE TO CUSTOMER:

\$0.00

Future debts, credits, charges, including additional finance charges, rebates and expenses may affect the amount of the surplus or deficiency. For further information about this Explanation or your Account, please contact us at the above telephone number/address.

We may report information about your account to the credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

FTCY9P

Authenticated by Toyota Motor Credit Corporation

Toyota Financial Services is a service mark of Toyota Motor Credit Corporation.

DMS 4005 (07/13)

Primeritus Financial Services

440 Metroplex Dr
Nashville, TN 37211-3109
Vendor # Remit# = 7450654-1

Invoice # 7450654-1

Ref# 7450654-1

Loc: Primeritus Financial
Services

P - (615) 782-2586 F - (615) 332-5058

Date: 03/14/2014

Legal Owner

Legal Acct #:

Bill To:
Toyota Financial Services
3200 West Ray Road
Chandler, AZ 85226

Rep Name: TFS Representative

Customer No.: CSC Western

Debtor:
IBANEZ, MELANTHON

SS#:

Acct #
[REDACTED] 76100001

Date Received
03/12/2014 10 02 16

Year
2013
Make
Toyota(Japan)
Model
4RUNNER
VIN
JTEBU5JR7D5128019

Client

Toyota Financial Services
3200 West Ray Road
Chandler, AZ 85226

Customer No.:

CSC Western

Date Recovered:
03/13/2014 06 46 00

Recovered From:
150 SW 7th St
Renton, WA 98057

Service Type:

Comments:

Voluntary Repossession

Amount:

\$225.00

Comments

invoice#0000813213

Due Date: 03/14/2014

Remit To Primeritus Financial Services
440 Metroplex Dr
Nashville, TN 37211-3109

Subtotal before taxes	\$225.00
Total Taxes	\$0.00
Total Amount	\$225.00
Payment Received	\$0.00
Amount Due	\$225.00

INVOICE

Primeritus MAR 28 2014

Acct Name: _____
Acct #: _____
Tran Code RT-Rep
Approval Primeritus MAR 28 2014
Check Printed _____
Check # 1047691061
MW

EXHIBIT S

FILED

16 APR 25 PM 2:05

KING COUNTY
SUPERIOR COURT CLERK

Hon. William Downing
Noted for hearing (with oral argument)
CASE NUMBER: 15-2-13622-4 KNT
April 29, 2016 at 10:30 am

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

CAREN DACUMOS

Plaintiff,

vs.

PATENAUDE & FELIX, A.P.C. and
TOYOTA MOTOR CREDIT
CORPORATION

Defendants.

No. 15-2-26288-2 SEA

DEFENDANT TOYOTA'S REPLY ON
MOTION FOR SUMMARY JUDGMENT

I. INTRODUCTION

The defendant Toyota Motor Credit Corporation ("Toyota") is entitled to summary judgment dismissal. The plaintiff Caren Dacumos ("Dacumos") has conceded that she does not have claims against Toyota under the Fair Debt Collection Practices Act or Washington Collection Agency Act. The plaintiff only alleges a single cause of action against Toyota under Washington's Consumer Protection Act ("CPA") based solely on the allegation that exhibits attached to a declaration offered by Toyota, and filed by Toyota's counsel, contained personal information that was not redacted. The inadvertent filing of this information was swiftly corrected by Toyota's counsel when called to its attention, and is not the basis of a CPA claim.

II. ARGUMENT AND AUTHORITY

A. The underlying facts that allegedly form the basis of the CPA claim are undisputed and quite simple.

Dacumos attempts to complicate and confuse the facts to support her changing theories of liability, but the underlying facts are not in dispute and are quite simple:

DEFENDANT TOYOTA'S REPLY ON MOTION FOR
SUMMARY JUDGMENT - 1

PATENAUDE & FELIX, A.P.C.
19401 40th Ave W, Ste. 280 Lynnwood, WA 98036
Tel: (425) 361-1662 Toll Free: (800) 832-7675

1 1. Toyota provided Patenaude with a Declaration and the supporting exhibits.
2 Greenhaw Dec.

3 2. Patenaude, as Toyota's legal counsel, filed the Declaration, but inadvertently did
4 not redact personal information. Cheung Toyota Dec. at ¶ 5.

5 3. The inadvertent filing of un-redacted material was first brought to Toyota and
6 Patenaude's attention when Dacumos initiated this lawsuit. The inadvertent error was quickly
7 corrected by Patenaude. Cheung Toyota Dec. at ¶ 5.

8 4. Toyota relied on legal counsel to ensure documents filed with the Court comply
9 with State Court's rules, including rules pertaining to redaction. Greenhaw Dec. at ¶ 4-7.

10 The plaintiff asserts CPA claims against Toyota and Patenaude based solely on the
11 filing of this un-redacted document. In her Response to Toyota's Motion for Summary
12 Judgment, however, she concedes that there is no independent CPA claim against Toyota, and
13 now believes that Toyota can be held vicariously liable for her CPA claim against Patenaude.
14 The plaintiff did not plead vicarious liability and has not moved to amend the pleadings.

15 "Although inexperienced pleading has been allowed under the civil rule, insufficient pleading
16 has not." *Lewis v. Bell*, 45 Wn. App. 192, 197, 724 P.2d 425 (1986); *Dewey v. Tacoma Sch.*
17 *Dist. No. 10*, 95 Wn. App. 18, 974 P.2d 847 (1999). "A plaintiff may not amend his complaint
18 through arguments in his brief in opposition to a motion for summary judgment." *Kirby v. City*
19 *of Tacoma*, 124 Wn. App. 454, 472, 98 P.3d 827 (2004). The plaintiff has not brought a motion
20 to amend her Complaint against Toyota, so the court should not consider it. In addition, even if
21 a motion to amend the pleadings has been brought, it would be properly denied as futile.
22 *Herron v. Tribune Publ'g Co.*, 108 Wn.2d 162, 165, 736 P.2d 249 (1987); *Shelton v. Azar, Inc.*,
23 90 Wn. App. 923, 928, 954 P.2d 352 (1998) ("amendment of respondents' complaint, therefore,
24 was futile. The trial court abused its discretion when it granted the motion to amend").
25

1 The plaintiff knew what Toyota would be arguing from the last motion to dismiss, and
 2 did not take any action to amend. The only cause of action before the court is the CPA claim
 3 based on un-redacted documents. That cause of action should be dismissed.
 4

5 **B. There is no legal authority to support a cause of action under the CPA for**
 6 **the inadvertent filing of a document that contains un-redacted information,**
 7 **and there is no other claim against Toyota.**

8 Dacumos does she provide any legal authority to support her theory that filing an un-
 9 redacted document can form the basis of a CPA claim. The reason is because there is none, and
 10 there are decisions around the country where Courts have determined that there is no
 11 independent cause of action for failing to redact a social security number in filed documents.
 12 *See Elyazidi v. SunTrust Bank*, 780 F.3d 227, 232 (4th Cir. 2015) (affirming dismissal of a
 13 claim under 15 U.S.C. § 1692f(1) on a Rule 12(b)(6) motion and finding such inadvertent
 14 disclosure in litigation neither unfair nor unconscionable). While she spends significant briefing
 15 to explain a new theory as to why Toyota could be held vicariously liable for the CPA claim
 16 that she brought against Patenaude, she fails to explain how the inadvertent filing of a
 17 document that contains un-redacted information can even form the basis of a CPA claim.

18 Under established Washington State law, clients are generally not liable for their
 19 attorney's actions. *See Evans v. Steinberg*, 40 Wn. App. 585, 588, 699 P.2d 797 (1985)
 20 ("Continental is not liable for the acts of the defense attorneys who were acting as independent
 21 contractors"); *Fite v. Lee*, 11 Wn. App. 21, 521 P.2d 964 (1974) (spouse in a dissolution action
 22 not liable for writs of garnishment improperly issued by her attorney); *Stephens v. Omni Ins.*
 23 *Co.*, 138 Wn. App. 151, 183, 159 P.3d 10 (2007) (in collection action, court declined to find
 24 vicarious liability where "Omni had no right of control over Credit's means of collection. The
 25 right to control is indispensable to vicarious liability").

1 Dacumos cites *Chicago Title Insur. Co. v. Washington State Office of Ins. Com'r*, 178
 2 Wn.2d 120, 309 P.3d 372 (2013) to support her theory that a client can be held liable for their
 3 attorney's action. But this case is not applicable because it deals with the relationship between
 4 an insurance company and their authorized agent. This is clearly different than an attorney-
 5 client relationship. Interestingly, the defendant cites *Demopolis v. Peoples Nat. Bank of*
 6 *Washington*, 59 Wn. App. 105, 118, 796 P.2d 426, 433 (1990) to argue that the attorney-client
 7 relationship should be treated as one of principal-agent. In *Demopolis*, the Court also cites
 8 *Evans v. Steinberg* and *Fite v. Lee* in affirming the dismissal of Peoples (the client) and
 9 agreeing that a client should not be held liable for their attorney's actions. *Id.* at 118.

10 She adds to her misguided theory of vicarious liability by citing *Huy Thanh Vo v.*
 11 *Nelson & Kennard*, 931 F.Supp.2d 1080 (E.D. Cal. 2013), which was an opinion on a 12(b)(6)
 12 motion. The legal standard on a 12(b)(6) motion is very different than on a motion for summary
 13 judgment. More relevant would be *Gold v. Midland Credit Management, Inc.*, 82 F.Supp.3d
 14 1064, 1073 (N.D. Cal. 2015), where the Court specifically declined to follow *Huy Thanh Vo* on
 15 a Motion for Summary Judgment. The Court, after citing numerous decisions where vicarious
 16 liability can only be applied if the client is itself a debt collector, stated, "The Court is
 17 persuaded by the weight of opinion restricting FDCPA liability – whether primary or secondary
 18 – to entities that fit the statutory definition of "debt collector" set forth in 1692a(6). Because
 19 Midland Funding does not fit such definition, it cannot be held vicariously liable for MCM's
 20 collection activities." *Id.* There is no vicarious liability for Toyota.

21 Dacumos argues that litigation privilege applies only to a witness's testimony, but does
 22 not explain why it would not apply to her independent CPA claim against Toyota, which is
 23 based entirely on Toyota's Declaration. Instead, Dacumos argues that litigation privilege does
 24 not apply to statutory claims, but she does not provide any authority to support this position.
 25

Moreover, in attempting to explain why litigation privilege should not apply, she relies primarily on straw man arguments and confusing statements that have no applicability to Toyota. For example, Dacumos argues:

- (1) “Defendants’ argument is untenable, and would lead to the absurd result where the legislature created a statute regulating collection agencies’ conduct in litigation but which is simultaneously unenforceable due to “privilege,” incentivizing collection agencies to file lawsuits as quickly as possible to achieve immunity.” (Response pg. 22, lines 4-7)
- (2) “Applying litigation privilege to absolve debt collectors of all conduct” in the course of debt-collection lawsuits would (1) encourage *en masse* filing of lawsuits against debtors to immunize all future conduct, (2) encourage a multiplicity of CR 11 motions to reign in abusive conduct, and (3) ignore the entire statutory mandate that debt collectors follow the rules established by the legislature.” (Response pg. 24-25, lines 21-2)
- (3) “Litigation privilege does not apply to immunize debt collectors from wrongful conduct prohibited by the Washington legislature and Supreme Court.” (Response pg. 25, lines 4-6)

Toyota is neither a debt collector nor a collection agency, so her arguments as to why litigation privilege should not apply to her CPA claim against Toyota are simply wrong.

III. CONCLUSION

The plaintiff has one claim against Toyota, did not plead vicarious liability, and did not move to amend. The Court has only one issue before it. The Court should dismiss Toyota from this case because the inadvertent filing of an un-redacted document is not a violation of the CPA and, even if it were, Toyota is not vicariously liable for the acts of its attorney.

DATED this 25th day of April, 2016.

PATENAUDE & FELIX, A.P.C.

By: /s/ Matthew Cheung
 Matthew Cheung, WSBA #43067
 Attorney for Defendant Toyota

DECLARATION OF SERVICE

I, Matthew Cheung, caused a copy of the defendant Toyota's Reply Motion for Summary Judgment to be served upon the following individual in the manner indicated below:

Tyler Santiago
Anderson Law of King County, PLLC
787 Maynard Ave S, Suite 201
Seattle, WA 98104

[x] Email to tyler@alkc.net

Marc Rosenberg
Lee Smart, PS, INC
1800 One Convention Place
701 Pike Street
Seattle, WA 98101

[x] Email to mr@leesmart.com

DATED this 25th day of April, 2016

PATENAUDE & FELIX, A.P.C.

/s/ Matthew Cheung

Matthew Cheung, WSBA #43067
Attorney for Defendant Toyota
Patenaude & Felix, A.P.C.
19401 40th Ave W, Ste. 280
Lynnwood, WA 98036

EXHIBIT T

FILED

16 JUN 28 PM 12:49

KING COUNTY
SUPERIOR COURT CLERK
E-FILED

CASE NUMBER: 15-2-13622-4 KNT

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

TOYOTA MOTOR CREDIT
CORPORATION

Plaintiff,

vs.

MELANTHON IBANEZ and
CARENROSE DACUMOS,

Defendants.


Case No.: 15-2-13622-4 KNT

**MOTION FOR ORDER
OF DISMISSAL WITH PREJUDICE
AGAINST CARENROSE DACUMOS**

COMES NOW, the plaintiff, TOYOTA MOTOR CREDIT CORPORATION by and through their attorney of record, Patenaude & Felix, A.P.C., respectfully moves the court for an order dismissing this action against CARENROSE DACUMOS because the moving party no longer wants the relief requested in the Summons and Complaint for the following reason(s):

1. The plaintiff does not intend to take further legal action against CARENROSE DACUMOS. Accordingly, Superior Court action is no longer necessary.

Dated this: 06/28/2016


MATTHEW CHEUNG, WSBA #43067
Attorney for Plaintiff

-1-

MOTION FOR ORDER OF DISMISSAL

PATENAUDE & FELIX, A.P.C.
19401 40th Avenue West, Suite 280, Lynnwood, WA 98036
Tel: (425) 361-1662 Toll Free (800) 832-7675

EXHIBIT U

FILED
KING COUNTY, WASHINGTON

JUN 29 2016

DEPARTMENT OF
JUDICIAL ADMINISTRATION

EXP07

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY**

TOYOTA MOTOR CREDIT
CORPORATION

Plaintiff,

vs.

MELANTHON IBANEZ and
CARENROSE DACUMOS,

Defendants.

Case No.: 15-2-13622-4 KNT

**ORDER OF DISMISSAL WITH
PREJUDICE AGAINST CARENROSE
DACUMOS**

THIS MATTER having come on regularly before the undersigned as one of the Judges of the above-entitled Court, and the plaintiff, TOYOTA MOTOR CREDIT CORPORATION, being represented by its attorney of record, PATENAUDE & FELIX, A.P.C., and requesting a dismissal pursuant to CR 41 as to defendant, CARENROSE DACUMOS, and no counterclaim having been filed, and the Court being fully advised, NOW, THEREFORE, it is hereby

ORDERED, ADJUDGED AND DECREED that the plaintiff's Complaint as to the defendant, CARENROSE DACUMOS, as herein stated, is hereby

///

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ORDER OF DISMISSAL

PATENAUDE & FELIX, A.P.C.
19401 40th Avenue West, Suite 280, Lynnwood, WA 98036
Tel: (425) 361-1662 Toll Free (800) 832-7675

1 dismissed WITH prejudice and without an award of costs or fees.

2 ENTERED this _____ day of 6/29/16, 20____.

3
4 
5 JUDGE/COURT COMMISSIONER


6 **HENRY H. JUDSON**

7 Presented by:

JUN 29 2016

8 **PATENAUDE & FELIX, A.P.C.**

COURT COMMISSIONER

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11 MATTHEW CHEUNG, WSBA #43067
12 Attorney for Plaintiff

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ORDER OF DISMISSAL

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